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CHRONICLES AND MEMORIALS OF GREAT BRITAIN AND IRELAND

DURING

THE MIDDLE AGES.

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THE CHRONICLES AND MEMORIALS

OF

GREAT BRITAIN AND IRELAND

DURING THE MIDDLE AGES.

PUBLISHED BY THE AUTHORITY OF HER MAJESTY'S TREASURY, UNDER THE DIRECTION OF THE MASTER OF THE ROLLS.

On the 26th of January 1857, the Master of the Rolls submitted to the Treasury a proposal for the publication of materials for the History of this Country from the Invasion of the Romans to the Reign of Henry VIII.

The Master of the Rolls suggested that these materials should be selected for publication under competent editors without reference to periodical or chronological arrangement, without mutilation or abridgment, preference being given, in the first instance, to such materials as were most scarce and valuable.

He proposed that each chronicle or historical document to be edited should be treated in the same way as if the editor were engaged on an Editio Princeps; and for this purpose the most correct text should be formed from an accurate collation of the best MSS.

To render the work more generally useful, the Master of the Rolls suggested that the editor should give an account of the MSS. employed by him, of their age and their peculiarities; that he should add to the work a brief account of the life and times of the author, and any remarks necessary to explain the chronology; but no other note or comment was to be allowed, except what might be necessary to establish the correctness of the text.

The works to be published in octavo, separately, as they were finished; the whole responsibility of the task resting upon the editors, who were to be chosen by the Master of the Rolls with the sanction of the Treasury.

The Lords of Her Majesty's Treasury, after a careful consideration of the subject, expressed their opinion in a Treasury Minute, dated February 9, 1857, that the plan recommended by the Master of the Rolls "was well calculated for the accomplishment of this important national object, in an effectual and satisfactory manner, within a reasonable time, and provided proper attention be paid to economy, in making the detailed arrangements, without unnecessary expense."

They expressed their approbation of the proposal that each chronicle and historical document should be edited in such a manner as to represent with all possible correctness the text of each writer, derived from a collation of the best MSS., and that no notes should be added, except such as were illustrative of the various readings. They suggested, however, that the preface to each work should contain, in addition to the particulars proposed by the Master of the Rolls, a biographical account of the author, so far as authentic materials existed for that purpose, and an estimate of his historical credibility and value.

Rolls House,
December 1857.

Year Books

OF THE REIGN OF

KING EDWARD THE FIRST.

YEARS

XX AND XXI.

Year Books

OF THE REIGN OF

KING EDWARD THE FIRST.

YEARS

XX AND XXI.

EDITED AND TRANSLATED

BY

ALFRED J. HORWOOD,

OF THE MIDDLE TEMPLE, BARRISTER-AT-LAW.

PUBLISHED BY THE AUTHORITY OF THE LORDS COMMISSIONERS OF HER MAJESTY'S TREASURY, UNDER THE DIRECTION OF THE MASTER OF THE ROLLS.

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PREFACE.

PREFACE.

THE cases in the Hereford Iter and the Common Bench printed in this volume are the first which are known to exist as assigned to certain years. The Reports of cases in the Salop and Stafford Iters are not, in the MS. from which they are taken, headed with any year: but the dates have been ascertained, by reference to the Iter Rolls, to be the 20th and 21st years of Edward I.

It is impossible to look at the Plea Rolls of the reign of Edward I., or even of previous reigns, without remarking the great amount of litigation which took place, so much out of proportion to what might be expected from the then comparatively small population of the country. But the mere fact of this extensive litigation speaks strongly for the general tendency to order and the willingness to abide by Law, rather than endeavour to assert rights or repel oppression (actual or fancied) by force; at the same time it shows that, as a rule, the people had confidence in the Judges, and the power of the Crown to enforce their decisions. It must however be admitted that solicitations of a very direct nature were often made to the Judges by the parties or their friends or patrons; and the exceeding technicality of the pleadings, and the many delays which the attorney or counsel of either party might oppose to the termination of a plea, must have sorely tried the patience of litigants.[1]

The smallness of the salaries of the Judges in these

[1] The counsel were never weary of these subtleties. How pathetic is Prisott's protest when Littleton prayed judgment in a Quare Impedit (Mich. 35 H. 6.) "I marvel "mightily that you are so hasty in "this matter; for it is a weighty "matter; and I have seen similar "matters pending for twelve years; "and this matter has been pending "only three quarters of a year."

early times[1] undoubtedly tended to temptation and corruption; although in many instances the recipients of the customary offerings might have their minds in no way affected. But where Judges are not entirely independent, deviations from the strait path of rectitude may be expected. On Edward's return to England in 1289, after a three years' absence, he found that the clamour against his Judges was great by reason of their injustice, extortions, and corruption. The cry of his people was unusually loud; they suffered from the oppression not only of his Judges, but also of his Jews. So, after due enquiry, the blow fell; the next year being, in the words of Walsingham, "Judæis "et Justiciariis exitialis." The Jews were banished and the Judges were nearly all deposed.

Very few particulars of the great scandal have come reached us; and it is not improbable that some high influence was at the time used to prevent, or at a later period to suppress, any public record of the details of the matter. The case of Thomas de Weylonde is the only one of which anything like a full account has been preserved: it is to be found in the Chronicle of Dunstaple[2] and in the Chronicle of Bartholomew de Cotton (ed. Luard, p. 171); an allusion to it occurs at p. 336 of the present volume. Weylonde had been astute enough to cause at least some of his properties to be conveyed to himself and his wife jointly,[3] and others to himself and his wife and son jointly:[4] a device which would not only save Relief on his death, but also prevent forfeiture on his attainder.

The strong purgation which the bench received at Edward's hands (unparalleled in England except by the

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[1] Bracton's salary was 50*l.* yearly in 41 Henry III. Hengham's annual fee in 13 Edward I. was 30 marks.

[2] Cited by Mr. Foss in "The Judges of England," vol. iii. p. 39.

[3] See page 336 post.

[4] See Ryley's Placita Parliamentaria, p. 66.

apocryphal story of King Alfred's severity, mentioned in the "Mirror of Justices,") initiated a judicial purity which long habit has rendered perpetual.

It is proved by the contents of the MS. volume from which the Reports of the text now printed is taken, that the cases pleaded before the deposed Judges were the subject of as much publicity as those of a later period. But for this fact, the conjecture might have been hazarded that the system of reporting was introduced in aid of the King's efforts for reform.

The text now printed is taken from a large folio in the Cambridge University Library, written by various hands, and (except the later Statutes and most of the Miscellanea) towards the close of the reign of Edward I.[1] It formerly belonged to Bishop Moore, and had previously been owned by or passed through the hands of Francis Tate, the legal antiquary, whose manuscript notes and references therein are of frequent occurrence. It seems to have been compiled for, or at an early period to have come into the possession of, some person or community in Shropshire, Gloucestershire, or Herefordshire. The "Arbor Consanguinitatis" belonging to Bracton is now detached and forms fol. 410; in each of the top corners is a coat of arms, that to the left is *Vair, five lozenges conjoined in bend gules;* and over this, in Tate's handwriting, is the word "Hennington;" that to the right is *Or, a fess counter compony gules and azure,* over which, in the same handwriting, are the words, "The abbey of Haghmond:" this abbey was in Shropshire. On the lower margin of one of the pages are entered the accounts of the collectors for Gloucestershire of the subsidies granted in 7 Edw. II., and of the collectors for Herefordshire of the subsidies granted

[1] Press-mark Dd. 7. 14. The modern pencil foliation is from 1 to 430; this includes the blank leaves at the beginning and end, a few missing and a few imperfect leaves. Most of the items in divisions I. and IV. are written on margins and on leaves and portions of leaves left unoccupied by the earlier entries comprised in the other two divisions.

in 14 Edw. II. On a fly leaf at the end is an assize of 1 Edw. II., fixing the price in the city of Hereford of articles in common consumption and use; the list of the articles is long and curious. In the margins are several entries of fines and charters (by members of the family of De Solars) of the manor of Dorsintone in the county of Gloucester.

The contents of the volume may be classed as—I. Statutes and ordinances, civil and ecclesiastical. II. Legal treatises. III. Reports of law cases. IV. Miscellanea.

I. Statutes, &c.—Articuli super chartas 28 Edw. I. (fol. 4), confirmed at York, Friday after the Feast of St. Dunstan, 28 Edw. I.

Statutum de Vasto, 20 Edw. 1.

The sumptuary regulations printed by Ryley (Plac. Parl. 552) from the Close Roll 9 Edw. II. This MS. gives it as of 8 Edw. II. (fol. 10 b.)

Statutum De conjunctim feoffatis, 34 Edw. I. (fol. 14 b.)

Statutum contra clericos vicecomitum (against false and frivolous returns to writs), 26 Edw. I. (fol. 226 a.)

Statuta contra oppressiones curiæ Romanæ (fol. 226 b.), (see Ryley's Plac. Parl. 379), and the writ dated 4 April, 35 Edw. I. (Ryley, 383.)

Statutum Edw. Regis de reaforestatione post absolutionem, dated 27 May, 34 Edw. I. (fol. 227 b.) See Prynne's Records, 3. 441.

Statutum de Bigamis, 4 Edw. I. (fol. 127 b.)

The printed Statute concerning Conspirators and Champerty, 33 Edw. I. st. 2. c. 3., is here entered in the following order:—Dominus Rex nunciante Gileberto de Rousburia, &c. (see 33 Edw. I. st. 3, latter part of sect. 1), followed by the writ to the Sheriff printed as sect. 1; and then in a smaller hand is interlined a note of the Statute of Berwick,

20 Edw. I., (see 33 Edw. I. st. 4. c. 1.) and in the lower margin of the page is the Definition of Conspirators (printed 33 Edw. I. st. 2).

Stat. 21 Edw. I. st. 1. c. 1. (fol. 108 b.)

Stat. 27 Edw. I. st. 2. (fol. 108 b.) But in the MS. the date is the 26th year "lan de sun " regne vintimesyme."

Statute of Fines (fol. 119 b.) and a writ of the king, 35 Edw. I. about taking Fines.

Statutum de apportis Religiosorum, 35 Edw. I. st. 1. (fol. 224); and on the lower margin are two writs directed to Peter, the prior of Durhurste (the second dated 1 Edw. II.), on the subject of this statute, but by mistake referred to as 33 Edw. I.

Statutum Lincolniæ, 29 Edw. I. (fol. 224 b.)

The statute called Prerogativa Regis, 17 Edw. II. st. 1. (fol. 225). But it is not here described as a statute. The heading is simply "Quædam prerogativa regis."

The Ecclesiastical Canons of the Provincial Council of Robert, Archbishop of Canterbury, 4 Edw. II., ordering the observance of the statutes, &c. of Otho and Othobon, and of Stephen, Archbishop of Canterbury, &c. (fol. 7 to fol. 9 b.)

Constitution of Boniface, Archbishop of Canterbury, concerning testaments.

Consilium Londoniense sub compendio exactum, A.D. 1310.—Articuli extracti a bulla Clementis papæ, 4 Edw. II. (fol. 9 b.)

The Commission to and provisions by the "Ordainers" in the matter of Peter de Gavestone; viz., the petition to the King; the Commission to the Ordainers, dated 16 March, 3 Edw. II.; the letter of Award, dated 17 March 1309; and the Confirmation by the

King, dated London 5 October, 5 Edw. II. (fol. 15–17.)

The Bull of Pope Clement IV. in 1305, absolving Edw. I. from his promises regarding the Great and Forest Charters; and letters missive to the Archbishop of Canterbury and the Bishop of Worcester regarding the same. (fol. 227).

II. The legal treatises are—

1. Bracton,[1] commencing at fol. 21 and ending at fol. 186 b.; but portions of books 2 and 4 are to be found in the fols. 193–224 by a different scribe. An alphabetical table of contents occupies fols. 5 and 6.
2. Summa bona ad cassanda omnimoda brevia (in French), fol. 10, followed by Alia summa cassandi brevia, ending at fol. 14.
3. Summa quæ vocatur Officium Justitiariorum (in French), fols. 229–231 b.
4. Summa quæ vocatur Placita Coronæ (in French), fols. 232–237 a.; followed by numerous examples of Counts and Defenses in various writs.
5. Officium Escætorum in seisinis capiendis terrarum et tenementorum quorumcumque tenentium, fol. 326.
6. Summa quæ vocatur Cadit Assisa, fols. 327–329 b.
7. Summa quæ vocatur Fet a saver (in French), fols. 329 b.–336 b. At the end of Selden's edition of Fleta a portion of this tract is printed.

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[1] Or rather "Bratton," for so his name is invariably written in records. But Professor Güterbock and his translator insist on the correctness of the ordinary spelling. (Bracton, and his relation to the Roman Law, by Carl Güterbock, Professor of Law in the University of Kœnigsberg: translated by Brinton Coxe. 8°. Philadelphia, 1866.)

8. Summa judicandi essonia, fols. 336 b.–338 b. The running title in a later hand is "Heng-" ham de essoniis."
9. Summa quæ dicitur Cum sit necessarium, fols. 339–341. The running title in a later hand is "Parva Hengham;" but it is a different tract from the "Summa parva," printed by Selden at the end of Fortescue de Laudibus.
10. Summa quæ dicitur Magnum Hincham, fols. 341–349 a. The running title in a later hand is Hengham de Recto.
11. Summa quæ dicitur Parvum Hincham, fols. 349–352 b. The running title in a later hand is "Hengham de essoniis." This and the preceding tract are printed at the end of Fortescue de laudibus &c.

III. The Reports of Law Cases are as follow:—

1. Hereford Iter, 20 Edw. I., fols. 313 b.–325 b., and continued fols. 243–246 b.
2. Salop Iter, 20 Edw. I., fols. 246 b., 247 b., and continued fols. 411–416.
3. Pleas in the Common Bench, 20 Edw. I., fols. 270–275.
4. Pleas in the Bench, 21 Edw. I., fols. 248–261 b., and fols. 275–289; but of fols. 288 and 289 only fragments remain.
5. Stafford Iter, 21 Edw. I., fols. 416–424 b.
6. Middlesex Iter, 22 Edw. I., fols. 290–313 b. Besides these Reports assigned to particular years, there is a large body of cases illustrative of pleadings in various writs, and nearly forty consecutive folios (370–409) of cases which, from the names of the Judges, must have occurred in or before 18 Edw. I.[1]

[1] At the foot of fol. 398 is this note, "Duos quaternos istius Eytine- | "ris habet presbiter de Hembury "juxta Wiche," (probably Henbury

IV. The MISCELLANEA comprise—Constitutiones Clementis papæ editæ in Concilio Viennensi; (the third session). A.D. 1312 (fol. 7a.–8b.). A Satirical Latin Poem of twenty lines on the Pope and the King of France at the Council of Vienne (fol. 8 b.), and thirty-five stanzas of doggrel Latin, giving a conversation between an Abbat, a Prior, and a Canon (fols. 8 b., 9 b.). The Accounts of the Collectors of Subsidies mentioned above. Three charms, in French,—one for toothache, one for a sick horse,[1] and one for a fever (fol. 14 b.). Half a column of French, headed "Hic patet quis rex primo "concessit liberam electionem ecclesiæ Anglicanæ" (fol. 227). The French Tract on "Hosbondrye," by Walter de Henley[2] (fol. 228 b., and continued on the bottom margins of the ensuing folios). A Latin note relating to the dissensions between Edward II. and his wife and son by reason of the Despensers, and the execution of the latter and some of their companions (fol. 234). Interpretatio verborum legalium Anglicorum (fol. 47 b.); this is nearly like that printed at p. 275 of the Placita de Quo Warranto, published by the Record Commission,[3] and that printed

in Gloucestershire). There is nothing to show to what this note refers. But in a case in the same page (occupied by Latin enrolments) an Iter of Robert de Lexington and his companions is mentioned, which must have been in the second quarter of the thirteenth century.

[1] A rather different version is in the Ashmolean MS., 1437. See Mr. Black's Catalogue, col. 1179.

[2] Another copy of this tract is in the celebrated Luffield MS., in the Cambridge University Library; one is in the College of Arms, one in the Lansdowne collection, and one in the Ashmolean Library. It exists in a Latin form in the Bodleian Library (MS. Digb. 147); the handwriting said by Tanner to be temp. Ed. III. Mr. Douce in his note on the Lansdowne copy (No. 1176) says that it was compiled in the reign of Edw. III.: but it must have been composed at a much earlier date. I find, on examination, that a great part of the tract corresponds (with variations and in different order) with portions of the 71st, and some of the following chapters of the second book of "Fleta."

[3] The Abbat of Westminster, the defendant, said that the interpretations were inserted in the charter in question by the direction of Edward the Confessor.

by Mr. Luard in Appendix G. to the History of Bartholomew de Cotton, and that to be found in the "Reliquiæ Antiquæ," vol. i. p. 33. The last entry in the volume is headed "FEKKEHAM. Capitula reddenda "militibus electis de foresta per se; item viridariis per "se." (fol. 424 b.) This originally occupied eight columns and part of a ninth; but the first column only is perfect. The entries on the fragments of the mutilated leaves (mostly relating to the De Solers and the manor of Dorsintone) shew that the mutilation must have occurred 500 years ago.

Other notes (chiefly legal) occur throughout the volume. Of those in Bracton three may be particularly noticed. At fol. 31 b. (37 a., line 4, of Tottel's edition) is a note on Cornage: "Item, in Westmoreland are many who "hold by Cornage; and it gives wardship and marriage "and homage; and they who are of full age relieve "their land by payment of one year's value; and their "yearly rent is called Cornage."[1]

At fol. 133 a. (fol. 327 b., line 4, of Tottel's edition, words "Casus regis") the annotator writes "King John "ordained that, if the elder brother should beget "issue and die before his father, the issue should not "succeed to the inheritance, but that the younger "brother should succeed: but on the death of King "John the statute expired. And he made the statute "on account of Arthur, whom he slew at sea (in mari "interfecit)."

At fol. 53 a. a Latin note says, "Whoever is im-"prisoned at York shall, on going in, pay a penny "for a cord, although he may be a true man; and "so, if he be found guilty the gaoler shall find for

[1] With reference to the inexplicable entry printed at p. 194 of Abbreviatio Placitorum, I may notice that the original Roll mentions the service then in question five times; in the first, second, and fifth instances it is written *Coronagium*; and in another entry not printed it is written *Corunagium*. These readings *may* supply a sensible meaning to the jurors' replies.

"him a rope; and if he be set free he loses his "penny."

The volume has been diligently used by its former owners. Cross references to and from Bracton and the Reports are very frequent. A great portion of the French Reports was evidently written from dictation, and the scribe in many cases certainly did not understand what he wrote. Many clerical errors I have silently corrected.

I venture to notice here a few interesting points in the present volume.

At p. 127 it is said that when a bailiff wishes to arrest an evildoer, he should approach him with a white wand, in sign of peace, and summon him to surrender. This agrees with a passage in Britton, where a white wand is made to negative any intention to commit or provoke a breach of the peace.[1]

At p. 391 is a note regarding land of the ancient demesne. A short anonymous disquisition on the points mentioned in this note, composed in the time of Edward I., is to be found in several manuscript collections of legal treatises; it is sometimes called "Tractatus de Antiquo "dominico," or "Statutum de Antiquo dominico;" a MS. in the editor's possession supplies the name of the author; for the heading of the tract is "Incipit Opinio "Angeri de Rypone." He is clearly the *Anger* who was counsel in the case at p. 363 *post*, and who appears as counsel in the Reports for the Middlesex Iter, 22 Edw. I., and also in the Lincoln's Inn MS. (cited as A.), where he is called Anger de Ripon. The tract is evidently counsel's opinion on a case submitted to him, and is as follows:

Licet in antiquo dominico coronæ non currat breve nisi parvum breve de recto clausum, vidi tamen magistros meos in

[1] Britton, l. 2, c. 22, § 6. This valuable treatise has at last been worthily edited, and made for the first time in many instances intelligible, by Mr. F. M. Nichols. 2 vols. 8vo. Lond. 1865.

tribus casibus capere assisam novæ disseisinæ. Unus casus est si aliquis in antiquo dominico feoffatus sit de aliquo tenemento de domino rege vel per quemcumque alium magnatem ad tenendum libere per certum servicium, et de illo feoffamento ostendat cartas vel finem coram justiciariis, non debet obstare antiquum dominicum quin talis feoffatus debeat recuperare per assisam novæ dissesinæ si ejiciatur per dominum vel quemcumque alium, quia per tale feoffamentum mutatur sokagium in liberum tenementum. Alius est casus, Si liber homo extrinsecus feoffatus fuerit per aliquem sokemannum et permissum fuerit illi libero tenementum habere aliquandiu in libertate per negligentiam dominorum aut ballivorum, si iste liber ejiciatur a domino vel a quocunque alio, competit ei breve de nova disseisina, quod de necessitate habet concedi; quia si liber aliquis diu tenuisset tenementum libere de feoffamento puri villani mei, si ejectus esset recuperaret per assisam novæ dissesinæ; multo fortius de feoffamento sokemanni mei. Tertius casus est, Si forinsecus quicumque ejiciat sokemannum meum de tenemento de antiquo dominico, sokemanno contra hujusmodi forinsecum competit breve novæ disseisinæ; quod similiter de necessitate habet concedi; quia si miles vel alius quicumque ejecerit purum villanum meum de tenemento tento de me in villenagio puro, villanus meus de permissione mea potest recuperare per assisam novæ dissesinæ: multo fortius sokemannus meus, qui meliorem statum habet: quia licet sit villanus meus quoad militem vel ad alium quantum ad me est in statu liberi, inter dominum vero et sokemannum de eodem manerio non vidi aliud breve currere quam parvum breve de recto clausum.—Examinavi latorem presentium, qui dicit quod tam illi qui ejecerunt quam mulier quæ deforciat extrinseci sunt et aliunde nati sunt quam in antiquo dominico: quia licet fuisset uxor sokemanni, mortuo tamen sokemanno rediit ad priorem statum, nec aliquid ei remansit nisi forte jus habeat in aliqua dote secundum consuetudinem manerii; propter quod, si ego essem justiciarius assignatus secure procederem sicut sæpius feci. Eodem modo debet hæres de hujusmodi feoffamentis recuperare seisinam suam per breve mortis antecessoris secundum R. de Hengham. Et licet generaliter dicatur quod nullus potest mutare statum antiqui dominici nisi dominus Rex vel dominus manerii; hoc est verum quoad servitium tenementi, et fallit quoad tenementum petendum; quia status tener potest mutari; quia si sokemannus feoffat extraneum, et ille extraneus ejiciatur, competit ei remedium per breve novæ disseisinæ, et sic mutatus est status tenementi: ac etiam in aliis casibus ut patet superius.—Explicit opinio Angeri de Rypone.

Tenancy by the law (or curtesy) of England is mentioned more than once. In simple language the tract called *Fet a saver* assumes to give its origin thus; "And "it was called the law of England because it was in-"vented in England on behalf of poor gentlemen who "married gentlewomen, and had nothing wherewith to "support themselves after their wives' death."[1] But it was probably derived from the Normans, whose customs favoured in like manner a husband who had a living child by his wife who was seised of real estate. See "Grand Coustumier," cap. 121.

The Law of Arms as to horses used at jousts receives an illustration from the fuller version in Appendix II. of the case reported at p. 223.

The story at p. 395 of the King having given some land to a man in recompense for having entertained him when hunting, is confirmed by the Iter Roll, whence it appears that the land given was at Kings Bromley, in the Forest of Cannock, and that the fact and circumstances of the gift were as stated in the report.

In conclusion, I beg leave to express my gratitude to the authorities of the University of Cambridge, who most liberally allowed me the use in London of their valuable MS. To Mr. Henry Bradshaw, Fellow of King's College, Cambridge, my obligations are many; his thorough acquaintance with the MSS. in the Library, and his desire to forward the views of the Master of the Rolls, led him at once to place the volume before me when he heard of the object of my inquiry, and his assistance has been ever since liberally continued.

ALFRED J. HORWOOD.

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[1] E fu apele la ley de Engletere por ce ke cle fu cuntrove en Engletere por poveres gentis houmes ke esposeyent genteus femmes, e eus navent nent dunt vivre si lor femmes fusunt mortes. (MS. 335 b.).

ERRATA and CORRIGENDA.

Page 68, at the end of 6th line add "without a writing."
„ *ib.* „ 22nd line, for *at first* read *afterwards.*
„ 80, line 11 from bottom, for *vouching* read *vouched.*
„ 142, „ 22, for *Hugh* read *N.*
„ 206, „ 17, for *naturally* read *in its nature.*
„ 220, „ 21, for *Salop* read *Shrewsbury.*
„ 316, „ 8, for [*Roger*] read [*Robert*].
„ *ib.* „ 10, for *Roger* read *Robert.*
„ 322, „ 5, for *special instrument* read (I think) *actual custom.*
„ 340, „ 9 from bottom, for *on* read *in.*
„ 344, „ 12, for *he was* read *he who was.*
„ 348, „ 8 from bottom, for *Robert* read *Lawrence.*
„ 350, „ 12, for *have seised* read *have been seised.*
„ 418, „ 14, } for *Geoffrey* read *Gilbert.* (A mistake in the MS.)
„ 419, „ 13, }
„ 472, „ 3, for *R.* read *H.*

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TABLE OF NAMES.

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PLEAS IN THE HEREFORD ITER,

XX. EDWARD I.

BEFORE

JOHN DE BEREWIKE AND HIS COMPANIONS JUSTICES IN EYRE.

PLEAS

BEFORE

JOHN DE BEREWIKE AND HIS COMPANIONS JUSTICES IN EYRE, AT HEREFORD, IN THE OCTAVES OF TRINITY IN THE TWENTIETH YEAR OF THE REIGN OF KING EDWARD THE SON OF HENRY.

A.D. 1292.

Assise of Mordancester.

§ One A. brought an assise of Mordancester against B., of the seisin of one John his father, for fifteen acres of land &c.—*Kynge.* Sir, we tell you that we hold only fourteen acres of the subject of his demand, and that such an one holds the remaining acre: judgment of the writ. And if it be found &c.—JOHN DE BEREWIKE, JUSTICE. You shall tell us, by the oath which you have made, whether B. be fully tenant of the fifteen acres or not. And if you find that he be not, come back and let us know, without saying a word more. And if you find that he is fully tenant, then you shall tell us besides whether John his father died seised &c.—THE ASSISE came, and said that B. was tenant of fourteen acres, and that such an one was tenant of the remaining acre of the fifteen acres. —THE JUSTICE. And forasmuch as it is found by &c. that B. is not fully tenant &c., this Court adjudges that you A. do take nothing by your writ, and be in mercy for &c. And B., adieu without day.

Mordancester.

§ One A. brought a writ of Mordancester against B.—*B.* vouched to warranty one C.—*Adam.* You can

PLACITA

CORAM

JOHANNE DE BEREWIKE ET SOCIIS SUIS JUSTICIARIIS ITINERANTIBUS, APUD HEREFORDE, IN OCTABIS TRINITATIS ANNO REGNI REGIS EDWARDI FILII HENRICI XX°.

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§ Un A. porta un assise de mordancestre ver B. de la seisine un Johan son pere de .xv. acre de terre, &c. —*Kynge.* Sire, nus vus diom ke nus ne tenom de sa demande ke .xiiii. acre, e un tel sy tynt la une acre de sa demande; jugement deu bref. E si trove seit &c.—Jon de Berewike, Justice. Vus nus direz, par le serement ke vus avez fet, le quel B. seyt tenant pleynement de le .xv. acre ou nun. E si vus trovez ke nun, venez arere, sy nus fetes a saver sanz plus dire. E si vus trovez ke yl est pleynement tenant, dunke vus dirrez outre le quel Jon sun pere morut seisi &c.—Le Assise vint, e dit ke B. fut tenant de .xiiii. acre, e ke un tel fut tenant de la une acre de les .xv. acre.—La Justice. E pur coe ke ateint est par &c. ke B. neit pas pleynement tenant &c., sy agarde cete curt ke vus A. ne pernez ren par vostre bref, e seez en la mercye pur &c.; e B. adeu sanz jour. A.D. 1292. Assisa Mortis Antecessoris.

§ Un A. porta un bref de mordancestre ver B.— B. vocha a garrantye un C.—*Adam.* Vocher ne ly Mordancestre.

A.D. 1292. not vouch him; by reason that this same C. &c. were never so seised that &c., ready &c.—B. traversed, saying that he was seised; and if it be found by the Assise that he was not, then we say over that his (Adam's) ancestor did not die seised in his &c.—THE JUSTICE. You shall tell us, by the oath which you &c., if he who is vouched to warranty &c. were ever seised &c.; and if you find that he was seised, then you have no need to say more; and if you find that he was not, you shall say besides if he died seised in his demesne as of fee &c.—THE ASSISE said that such an one, his ancestor, died seised in his demesne as of fee &c.—*Tiltone.* They ought to say in the first place if the vouchee was seised or not.—THE ASSISE said that he was seised.—THE JUSTICE. Will you have the voucher stand?—*B.* No Sir, since they say that he died seised &c.—THE JUSTICE. And forasmuch as it is found by the Assise that John died seised &c., this Court adjudges that Adam do recover his seisin against B., and that B. be in mercy for his tortious detinue, and that Adam be in mercy because he counterpleaded the voucher on a point where it has been found to be good.

Novel Disseisin.

§ One Adam brought an assise of Novel Disseisin against B. and C. and William Godekenaue and Reynald Monyword.—*B.* and *C.* said that they had nothing and claimed nothing, and that they had committed no tort; ready &c.—*William* answered as tenant that he had committed no tort; for the reason that he entered by the feoffment of Reynald Moniword. And he put forward a charter which testified this.—*Reynald* was present, and warranted gratis, (otherwise he was not compellable without a writ of Warranty of Charter,) and he answered for himself that he had committed no disseisin; for the reason that this same Adam at a certain time held the same tenement at twelve pence by the year; and that rent for two years was in

poez; par la resone ke memes cely C. &c. ne furent unkes seisy issy &c. prest &c.—*B.* traversa ke yl fut seisi; e sy trove seit par lassise ke nun, dunke diom nus outre ke son ancestre ne morut nent seisy en sun &c.—La Justice. Vus nus dirrez, par le serement ke vus &c., sy cely ke est voche a garrantye &c. furent unkes seisy &c.; e sy vus trovet ke yl fut seisi, dunke navez mester a dire outre; e sy vus trovez ke nun, dirrez outre sy yl morut seisi en son demene com de fee &c.—Lassise dyt ke cely son ancestre morut seisi en sun demene com de fee &c.—*Tyltone.* Yl dusent dire a deprimes sy le voche fut seisy ou nun.—Lassise dyst ke yl fut seisy.—La Justice. Volez ke le vocher estoyse?—*B.* Syre, nanyl, de pus ke yl dyent ke yl morut seisi &c.—La Justice. E pur coe ky ateynt est par lassyse ke Jon morut seisi &c., sy agarrde cete Curt ke Adam rekevere sa seisine ver B., e B. en la mercye pur sa torcenouse destenue, e ke Adam seyt en la mercye pur coe ke yl contrepleda le vocher la ou ateint fut ke yl fut bon. A.D. 1292.

§ Un Adam porta un assise de novele disseisine ver B. e C. e Willem Godekenaue e Reynald Monyword.—*B.* e *C.* dyseyent ke ren naveyent ne ren ne clameyent, e ke nul tort aveyent fet; prest, &c.—*Willem* respunt com tenant ke yl naveyt nul tort fet; par la resone ke yl entra par le feffement Reynald Moniword. E bota avant une chartre ke coe temonya.—*Renald* fut en present, ke le garranti de sa volunte, (alias non tenetur sine brevi de warrantia cartæ,) e respundy pur ly memes ke yl naveyt nule disseisine fet; par la resone ke memes sety Adam en akun tens teynt memes le tenement pur . xii. deners par an; yssy ke la rente fut arrere Novele disseisine.

A.D. 1292. arrear; by reason whereof he brought the Cessavit per biennium before such an one, Justice of the Bench, and demanded the tenements in demesne on account of the cesser; in which writ Adam made default; on which default Reynald recovered the tenement in demesne by reason of the default; so that he entered by judgment of the King's Court, and not by disseisin; ready &c.—*Huntyndone* (for Adam). Sir, in what year and in what term was the writ brought and the judgment given?—*Spigornel.* There is no need to say.—*Louther* said (and correctly) that it was necessary to say in what year it happened, and not further.—*Spigornel.* The seventeenth year.—*Kynge.* Answer if there was such a writ brought and such a judgment given or not.—*Huntyndone* admitted that there was; but (said he) we say that at the time when the writ was brought against him and the judgment given against him, he was seised of the same tenement by his own tort, and by the disseisin which he committed on us, and that he always continued his tort, before the judgment and after; ready &c.—*Spigornel.* Sir, he has admitted to us that we recovered &c. by judgment in the King's Court: judgment of that admission. —BEREWYKE. Aye; but he tells you that you were seised of the same tenement by your own tort on the day when the writ was purchased and on the day when the judgment was given. Answer to that: it is necessary.—*Spigornel.* Sir, we were not seised on the day when the writ was purchased and the judgment given; but we entered by the judgment of the King's Court by reason of his default; ready &c.—*Huntyndone.* By which sheriff were you put in seisin?—*Spigornel.* I have nothing to do with that. We are ready to aver as aforesaid.—He (Huntyndone) must receive the averment.

de deus aunz, par quey yl porta le cessavit per bien- A.D. 1292.
nium devant teu Justice en bank, e demaunda les tenementz en demene pur les cesser; a queu bref Adam fit defaute, pur la quele defaute Reynald recovery le tenement en demene par sa defaute; issy ke yl entra par jugement de la Curt le Roy, e nent par disseisine; prest &c. — *Huntyndone* (pur Adam). Sire, quel an quele terme fut le bref porte e le jugement rendu?—*Spigornel.* Coe neit mester.—*Louyere* dyt, e ben, ke yl covendreit dire quel an coe fut, e nent plus.—*Spigornel.* Le an .xvii.—*Kynge.* Responet sy yly aveit teu bref porte e teu jugement rendu, ou nun.—*Huntyndone.* Ke granta ben; mes nus diom ke al oure ke le bref fut porte sur ly e le jugement rendu encontre ly, sy fut yl seisi de meme le tenement de sun tort demene, e par la disseisine ke yl fit a nus, e tote veyrs continua son tort devant le jugement e apres; prest &c. —*Spigornel.* Sire, il nus ad grante ke nus recoverymes &c. par jugement en la Curt le Rey: jugement de le reconisance.—BEREWYKE. Oyl; mes yl vus deyt ke vus futes seisi de meme le tenement de vostre tort demene le jour del bref purchase e le jour ke le jugement fut rendu. Responez la: yl covent.—*Spigornel.* Sire, nent seisi le jour de le bref purchase e le jugement rendu; eynz entrames par jugement de la Court le Roy pur sa defaute; prest &c. — *Huntyndone.* Par queu viconte futes mys en seisine?—*Spigornel.* Joe nay ke fere. Prest de averrer sicom avant[1] est dyst. — Yl covensit ke yl resut le averement.

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[1] MS. nous avant.

A.D. 1292. Novel Disseisin.

§ One Adam brought an assise of Novel Disseisin against B.; and said that he had disseised him of his freehold in C. since the term; and in his plaint he said that he had disseised him of one carucate of land in C., and had cut a hedge forty feet long by twelve feet wide; and he prayed the Assise.—*B.* answered, as to the acres, that he had nothing and claimed nothing therein, and that he had committed no tort. And as to the hedge, he said that he claimed a way to drive his beasts to his pasture by virtue of a lease from the Dean and Chapter of Hereford who were not named in the writ; and he prayed judgment of the writ.—*Adam.* You may say what you will of the lease; but we will aver that it was your tort &c at their will.—Therefore to the Assise.

Note.

§ Note, that the writ of Novel Disseisin shall not abate by the plea of non-tenure, but the tenant shall answer in respect of what he holds.

Note.

§ Note, that in a plea of Assise, the party, if he make default, shall never be summoned to hear his judgment, but the Assise and the judgment shall pass by his default.

Entry founded on Novel disseisin.

§ One Adam brought a writ of Entry against B. for a messuage, into which he has not entry except by John de C., who tortiously and without judgment disseised Nicholas his brother since the term.—*B.* answered that John did not disseise Nicholas his brother; ready &c. And he admitted that he entered by John.—And the other side said that John did disseise him; ready &c.—THE INQUEST (in form of an Assise) came and said that John, the father of Nicholas, and this same Adam, enfeoffed Nicholas his son of the said messuage, and that he was in seisin for three days and three nights; and that afterwards, on the fourth day, John the father retook possession of the tenement, and that Nicholas

§ Un Adam porta une assise de novele disseisine ver B.; e dyst ke yl le aveyt disseysi de son franc tenement de C. pus le terme; e en sa pleynte dyst ke yl le aveyt disseysi de une carrue de terre en C., e coupe une haye de .xl. peez en long e de .xii. peez en lese; e pria lassise.—*B.* respundy, qant a les acre, ke yl naveyt rens ne rens ne clama, ne nul tort aveyt fet. E qant a la haye, sy dit yl ke yl clama une veye de chacer ses bestes a sa pasture, par le les le deen e le Chapitre de Hereforde nent nome en cety bref; jugement deu bref.—*Adam.* Vus dirrez de les coe ke vus volet; mes nus volum averrer ke de vostre tort &c. a lur volunte. —Ideo ad assysam. A.D. 1292. Novæ disseisinæ.

§ Nota, ke le bref de novele disseysine ne se abatera nent par nun tenue, mes le tenant respondera de coe ke yl tent. Nota.

§ Nota, ke en play de assise jammes la partye sy yl face defaute, jammes serra somunz de oyer son jugement, mes lasise e la jugement passerunt par sa defaute. Nota.

§ Un Adam porta bref de entre ver B. de un mes, en le quel il nad entre si nun par Jon de C., ke atort e sanz jugement disseysy Nichol son frere pus le terme.—*B.* respundy ke Jon ne disseissi nent Nichol son frere, prest &c. E ben reconust ke yl entra par Jon.—E lautre ke Jon ly disseisi; prest &c.—LENQUESTE (en forme de assise) vint e dist ke Jon, le pere Nichol, e memes cety Adam, enfeffa Nichol son fiz de cel mees, e yl fut en seisyne treis jours e treis nuz; e pus le quarte jour Jon le pere se myst arrere en le Entre funde sur la novele disseisine.

A.D. 1292. his son went beyond the sea and did not return.—KAVE. You shall tell us if he had good and sufficient [seisin] or not.—THE ASSISE. Sir, we can not of our knowledge say anything else; we pray your direction. —And they were afterwards commanded to say if he had good seisin or not. And at last they said, on their oath, that he had.—*Kinge* said that one hour in the day was sufficient to give a man good seisin. But this must be understood where he takes by descent, and not by feoffment.—KAVE. Tell us if John the father entered the messuage on the fourth day afterwards with the assent of Nicholas his son or not.—THE ASSISE. With his assent, and as his guardian.—KAVE. Did not Nicholas re-enfeoff his father by charter or otherwise before he went away? — [THE ASSISE]. No Sir.—[KAVE]. Inasmuch as it is found by this Inquest that he (Nicholas) did not re-enfeoff him, but that he entered with his assent, this Court adjudges that Adam shall recover his seisin &c., and that the other be in mercy.—The judgment was given on a collateral point and not on the pleadings; for by judgment the writ ought to have been abated.

Mordancester.

§ One Adam brought a writ of Mordancester against B. and C. and D.—*B.* vouched to warranty such an one. —The warranty was counterpleaded.—*C.* answered that his ancestor did not die seised &c.—*D.* answered as to the demand against him, and said that whereas he (Adam) demanded against him ten acres, he (D.) was tenant only of seven acres, and that such an one was tenant of the other three acres; and he prayed judgment of the writ: and that if it should be found that he was tenant, then he says over that he did not die seised in his demesne &c.—KAVE. You shall tell us, on your oath, if D. was seised, on the day when the writ was purchased, of the ten acres &c.; and if you find that he was not, then go no further. And if you find

tenement, e Nichol son fiz ala outre mer e ne revint nent pus.—KAVE. Vus nus dirrez sy yl aveyt bone e sufficant [seisine] ou nun.—LASSISE. Sire, nus ne savum autre chose dire; priom vos descrecions.—E pus apres furent comandez a dire si yl aveyt bone seisine ou nun. E disseynt a dreyn par lur serement ke sy avoyt. —*Kinge* dist ke en un oure de jour put home aver bone seisine: mes coe est a entendre de heritage, e nent de feffement.—KAVE. Dystes nus sy Jon le pere entra en le mees le quarte jour apres par la volunte Nichol son fyz ou nun.—LASSISE. Par sa volunte, cum son gardeyn.—KAVE. Nichol ne reffeffa yl nent son pere par chartre ou atrement avant son aler?—[LASSISE.] Sire, nun.—[KAVE.] E pur coe ke ateynt est, (le jugement fut reverse,)[1] par cete enqueste ke yl ne ly refeffa nent, mes ke yl entra par sa volunte, si agarde cete Court ke Adam rekevera sa seisine &c., e lautre en la mercye.—Judicium fuit datum a latere, et non secundum hoc quod placitatum fuit; kar par jugement le bref deverreit aver este abatu. A.D. 1292.

§ Un Adam porta bref de mordancestre ver B. C. D. —*B.* vocha a garrantie un tel.—La garrantie fut contreplede.—*C.* respoundy ke son ancestre ne morut nent seisy &c.—*D.* respundy de la demande ver ly, e dyst ke la ou yl demanda ver ly .x. acre, ke yl ne fut tenant fors de les .vii. acre, e ke un tel fut tenant de le treis acre; e demanda jugement du bref: e sy trove seyt ke yl est tenant, dunke vus dyst yl outre ke yl ne morut seisy en son demene &c.—KAVE. Vus nus dirrez, par vos serements, sy D. fut seisy, le jour du bref purchace, de .x. acre &c.; e sy vus trovez ke nun, dunke ne alez nent plus avant. E sy Mortis antecessoris.

[1] This seems a parenthetical note of the reporter.

A.D. 1292. that he was, then tell us if the other died seised &c. of the ten acres which he demands against D., and of the messuage which he demands against C., and if he whom B. has vouched to warranty was seised after &c. or not; and if you find that he was, then say no more &c.; and if you find that he was not, then pass on to the points of the assise.

Mordancester. § One Adam brought an assise of Mordancester against B. and C.—*B.* came into Court: and C. made default; whereupon it was adjudged that C. should be re-summoned against Monday, and that B. should keep the same day. And the Assise was awarded as to C.

Warranty of Charter. § Note, if one who is vouched to warranty make default before appearance, and his land is taken into the King's hand, and replevied within the fifteen days, there is no need to disprove the summons by his law; but he may enter into warranty, or demand by what he is bound to warranty. And the demandant shall never hold to the default; for thereby he (the vouchee) shall not lose his land. But if the land be not replevied within the fifteen days, he shall lose his seisin. It will be the same if he make default after default, or default after appearance.

Note. § Note. In the Justices Eyre no essoin within the same county lies except the essoin "de malo lecti." This is by Statute.

Entry. § One Adam brought a writ of Entry against B., stating "into which he had not entry except by C., "to "whom Richard his father, whose heir &c., leased them "for a term &c."—*Kinge.* Sir, whereas he says that we entered by C., we tell you, Sir, that we have an estate by feoffment from one John de P., (and he put

vus trovez ke si, dunke dites nus sy le autre morut seisi &c. de le .x. acre ke yl demande ver D., e de les mees ke yl demande ver C., e sy cely ke B. ad voche ad garrantye fut seisy apres &c. ou nun; e sy vus trovez ke sy, ne dystes nent plus &c.; e sy nun, dunke passez outre a les poinz de lassise. A.D. 1292.

§ Un Adam porta un assise de mordancestre ver B. e C.—*B.* vint en curt; e C. fit defaute; pur quey fut agarde ke C. fut resomonz encontre lundy, e ke B. agardat meme le jour. E en dreit de C. lassise fut agarde. Mortis antecessoris.

§ Nota, sy un home ke est voche a garrantie face defaute devant aparance, ke sa tere seyt prise en la meyn le Roy e replevi denz le .xv. jour, ke yl nad pas mester a defere la somonz par sa ley; mes yl porra entrer en la garrantie, ou demander par quey yl lye est a la garrantie. E le demandant a jammes ne se prendra a la defaute; ke par tant ne perdra yl nent sa tere: mes si la terre neyt pas replevy denz le .xv. jour, yl perdra seisine. En meme la manere serra sy yl face defaute apres defaute, ou apres aparance. De warantia cartæ.

§ Nota, en heyre de Justice ne gist nul essoyne de meme le cunte fors assoyne de mal de lit: et hoc per statutum.[1] Nota.

§ Un Adam porta un bref de entre ver B., en les ques yl naveit entré sy nun par C., a ky Ricard son pere, ky heyr &c., les lessa a terme &c.—*Kynge.* Syre, la ou yl dyst ke nus entrames par C., Syre, nus vus diom ke nus avum estat par le feffement un Jon de P., De ingressu.

[1] Westm. 2. 13 Ed. I. c. 17.

A.D. 1292. forward the feoffment) ready &c.—*Spigornel.* And not by C.—*Kinge.* There is no need to say that; for it may be that we entered at a certain time by C., and that afterwards the land came back into C.'s hands, and that he enfeoffed John thereof, and that John enfeoffed us: now we will aver that we entered by John's feoffment.—*Spigornel.* This is a writ of Entry, and I will aver that you had entry by C., as the writ states; and if you refuse the averment, we pray judgment.—BEREWYKE. It may very well be that you had entry by C., and that John afterwards made the charter of feoffment to you: therefore answer if you entered by C. or not.—*Kynge.* Sir, we had entry by John's feoffment, and not by C.; ready &c.—And the other side said the contrary.

Cosinage. § One Adam brought a writ of Cosinage against Richard; and said that his cousin, W. by name, died seised of these tenements in his demesne as of fee; and that from W., because he died without heir of his body, the fee and the demesne descended to John as brother; and that from John it descended to Robert as son, and from Robert to Adam as son; and if &c.—*Kynge.* Sir, William did not die without son and heir of his body; but this same Richard is the son of W., and after the death of his father W. he entered as son and heir, and is in: judgment of the writ.—*Louther* said that he never heard such an exception: and he said that if he wished to abate the writ, it was necessary to say that he claimed by the same descent. —*Kynge.* As before.—*Louther.* If he wishes to abate the writ he must make him privy in blood and shew how he is privy; and that he can not do, if he do not claim by the same descent. For if the writ abate by their exception, hereafter in our writ of Right which we may bring against him, he might join battle &c. Therefore let him put his exception in due form.—THE

e bota avant le feffement, prest &c.—*Spigornel.* E nent par C.—*Kynge.* Coe neit mester; ke yl porreyt estre ke nus aviom entre en akun tens par C., e pus ke la tere vint en la meyn C. arere, e ke yl enfeffa de coe Jon, e Jon nus: dunt nus volum averrer ke nus entrames par le feffement Jon.—*Spigornel.* Coe est un bref de entre, e Joe voyl averrer ke vus aviet entre par C., sicom le bref veut; e sy vus refusez laverement, jugement demaundom.—BEREWYKE. Yl put estre ke vus aviez entre par C., e ke Jon vus fit la chartre de feffement apres, mut ben; e pur coe responez sy vus entrates par C. ou nun.—*Kynge.* Sire, ke nus aviom entre par le feffement Jon, e nent par C.; prest &c.—E lautre le revers. A.D. 1292.

§ Un Adam porta bref de cosinage vers Ricard, e dyt ke un son cosin, W. par nun, morut seisi de ces tenementz en son demen com de fee; de W., pur coe ke yl morut sanz heyr de son cors, decendy le fee e le demen a Jon cum a frere; de Jon a Robert cum a fiz; de Robert a Adam cum a fiz; sy &c.—*Kynge.* Syre, Willem ne morut nent sanz fiz e heyr de son cors; einz memes cety Ricard sy est le fyz W., e apres la mort W. son pere entra cum fyz e heyr, e est einz: jugement deu bref.—*Louyere* dit ke yl ne oya unkes tel excepcion: e dist ke yl covendreit dire ke yl clama par meme la decente, sy yl vodra le bref abatre.—*Kynge.* Ut prius.—*Louyere.* Sy yl veut le bref abatre yl le fra prive de sank e coment yl est[1] prive; e coe ne put yl fere, sy yl ne cleyme par meme la desente: ke sy le bref se abatit par lur excepcion, issy apres en nostre bref de dreit ke nus portisom ver ly, sy porreyt joindre batyle &c. E pur coe dye sa excepcion en fourme.—LA JUS- De consanguinitate.

[1] MS. estre.

A.D. 1292. JUSTICE said that in order to abate the writ he should claim by the same descent.—*Kynge.* Sir, he has demanded the tenements on the seisin of W. his cousin descending to him; and we tell you that we are son and heir of the said W.; and so it clearly appears that we are nearer in blood; judgment of the writ.—*Spigornel.* Since you persist in pleading on that point, we will aver that Adam is nearer heir in blood.—*Kynge.* We will not plead on that point; for this is an exception in the Right, and does not lie in your mouth. At last he was driven by the Justice to say that he was son and heir of his father W., and that after the death of W. he entered as son and heir, and that he was in, and claimed by the same descent; judgment of the writ.—*Spigornel.* You can not claim; you are a total stranger; for the reason that W. was a man in religion, and never married a wife, but begot you in fornication; therefore he can not claim &c.—*Kinge.* This exception is in the Right; therefore you shall not be received thereto.—And at last the writ abated by the claim.—*Kynge.* Still, Richard can make a stranger of you in the writ of Right.—*Louther.* You can never make a stranger of us; but we will make a stranger of you when we come to have our writ of Right.

Novel Disseisin.

§ One Richard brought a writ of Novel Disseisin against Stephen Paunsevot and three others; and said that they had disseised him of his freehold &c.; and he put in his view six shillings, three sums of wheat and one sum of peas. (This measure is the same as a quarter.)—*Stephen* answered as tenant, and asked what he had to shew the annuity.—*Tiltone.* We will shew it to the Assise and not to you.—*Kinge.* By whose hand were you seised?—[*Tiltone.*] There is no need to answer that. (But nevertheless he answered that it was by the hand of Stephen.)—*Tyltone.* Sir, I will tell you how he was seised. Richard enfeoffed Stephen

TICE dit ke yl clamereit par meme la discente a coe ke le bref se abatereit.—*Kinge.* Syre, yl ad demande les tenementz de la seisine W. son cosyn decendant a ly; e vus diom ke nus sumes le fiiz e heyr cely W.; par quei yl apert ben ke nus sumes plus pres einz sang; jugement deu bref.—*Spigornel.* De pus ke vus volez pleder par la, nus volum averrer ke Adam est plus prochein heyr deu sang.—*Kinge.* Nus ne pledrom nent par la; ke coe est excepcion en le dreyt, e ne gist nent en vostre bouche.—A dreyn fut chace par Justice ke yl dyt ke yl fut fiz e heyr W. son pere, e apres la mort W. yl entra cum fiz e heyr, e eit einz, e cleyme par meme la dissente; jugement deu bref.—*Spigornel.* Clamer ne poez; pur coe ke vus estes tote estrange; par la resone ke W. fut home de religion, e ne aposa unkes femme, mes le engendra en soynantye; dunt yl ne put clamer &c.—*Kinge.* Cet excepcion est [en] le dreit; par quey vus ne serrez nent ressu.—E a drein le bref se abatist par le clamer.—*Kynge.* Uncore Ricard vus put estranger en le bref de dreit.—*Louyere.* Vus nus ne poez jammes estranger; mes nus vus volum estranger qant nus vendrom aver bref de dreit. A.D. 1292.

§ Un Ricard porta bref de novele disseisine ver Estevene Paunsevot e treis autres; e dyt ke yl ly aveyt disseisi de son franc tenement &c.; e mit en sa vewe .vi. souz, treis soumes de forment, un soume de peys. (Idem est quod quarterum.)—*Estevene* dyst com tenant, e demanda quey yl aveyt del anualte.—*Tiltone.* A lassise mostrum e nent a vous.—*Kinge.* Par ky meyn futes seisi? [*Tiltone.*] A coe neyt mester a respondre. (E[1] nekedent yl respundy ke par la meyn Estevene.)—*Tyltone.* Sire, joe vus dirroi coment yl fut seisi. Ricard feffa Estevene de une partye de terre ke Nova disseisina.

[1] MS. E est.

A.D. 1292. of a portion of land which he had, without mentioning rent or anything else. Afterwards Stephen came and granted to him, by this writing, the aforesaid rent &c. to be received from him yearly at such a place; and he made the land, which Richard gave to him, liable to distress for the annuity if it should be in arrear. Richard from the very first boarded with Stephen for two years in satisfaction of that annuity; and thus he was seised: and he has never since had anything further. Richard came there to distrein. Stephen denied him; and thus Richard is disseised.—*Kinge.* Never seised by &c. so that he could be disseised.—THE ASSISE came and said just as aforesaid, word for word.—BEREWIKE. Calculate the damages.—KAVE. Inasmuch as it is found by the Assise that Richard was seised of that annuity until &c., this Court adjudges that he do recover against Stephen his seisin and his [damages] of a hundred shillings, and that Stephen be in mercy for &c.

Note. § Note, after the Great Assise an Attaint never lies.

Note. Entry. § Note, if Adam bring a writ of Entry on a term which has expired, and the other side say—Sir, he supposes by his writ and by his count that the tenement was leased to us for a term; we say not for a term, ready &c.;—in this case he must say further that it was in fee (or for whatever estate it was) and not for a term, ready &c.

Mordancester. § One Felice brought a writ of Mordancester against B.—B. vouched to warranty one Cecily. Cecily counterpleaded the warranty thus;—Sir, he holds this tenement of C. in consideration of his finding yearly sustenance for her. Now he has ceased for two years; whereby she has an action to demand the tenement in demesne, by virtue of the Statute (of Gloucester); and if we

yl aveyt, sanz mencion fere de rente ou de autre chosse. Apres coe vint Estevene, e ly granta, par cete escrit, la rente avandite &c. a reseivere de ly par an en tel lu; e obliga la terre ke Ricard ly dona a destresse pur le anuaute si yl fut arere. Ricard sy fut a la table Estevene le premereinz deus anz en nun de cel annuaute, e issy fut yl seisy; e unkes pus ren ne aveyt. Ricard vint la a destreindre. Estevene ly denya; e issi est yl disseisi.—*Kinge.* Unkes seisi par my &c. issi ke yl pout estre disseisi.—LASSISE vint e dyt en meme la manere com devant est dyst, mot pur mot.—BEREWIKE. Enparlez dez damages.—KAVE. E pur coe ke ateint est par lassise ke Ricard fut seisi de cel annuaute jekes &c., sy agarde cete court ke yl recovere ver E. sa seisine e ses [damages] des .c. souz, e E. en la mercye pur &c. A.D. 1292.

§ Nota apres grant assise ne gist nul ateinte jammes. Nota.

§ Nota si un Adam porte bref de Entre a terme ke passe est, e lautre dye, Sire, yl supposse par bref e par bouche ke le tenement fut lesse a nus a terme; nent a terme prest &c.; en coe cas yl covent dyre plus, en fee, ou coment, e nent a terme, prest &c. Nota de ingressu.

§ Une Felice porta bref de Mordancestre ver B.—B. vocha a garrantie une Cecile. Cecile contrepleda la garrantie issy; Sire, yl tent coe tenement de C. pur trover a ly son estover par an. Ore ad il cesse par deus anz; par quey ele ad action a demander le tenement en demeen par Statut (Gloucestre[1]); e sy Mortis antecessoris.

[1] This word is superposed by a different hand.

A.D. 1292. were to enter into warranty, she would be barred of her action: so we pray judgment if, with such a great hardship in prospect, she owe him warranty.—*King.* Your action is saved to you by common law; judgment if you &c. And, on the other hand, the Statute does not operate except where the tenement is not open to distress; but this tenement is open to distress; therefore you can not have an action: judgment &c.—KAVE. If you do not warrant now, and he lose, your estover is gone; for you can never demand any thing. —*Huntindon.* Sir, he was never enfeoffed by us, but entered by his own act, ready &c.: judgment if we owe warranty to him.—*Kyng.* You can not get to that; for you have admitted that he held of you by finding estovers for you; and you have said that he ceased for two years; so that you can not get at that, in opposition to your own admission.—*Huntindon.* See here Maud who enters into warranty gratis.

De rationabili parte.

§ Note, that if a woman make a quitclaim while she is coverte, and quitclaim her dower for the whole of her life, it is worth nothing. Otherwise, if she be single.

§ Three sisters were demandants in a writ "de "rationabili parte."—*Kyng.* Judgment of the writ; by reason that one of the sisters has entered into religion, and has professed in the order of . . . . and is dead as to the world.—The writ was quashed. Her part accrued to the others.

Note.

§ Note, if a charter be put forward to inform the Assise after they are sworn and charged, the charter will not be received unless the Assise ask for it. But in order that the charter may inform the Assise, the pleading should be on the footing of the charter, in this wise,—Sir, he did not die seised &c.; for he enfeoffed us by this charter;—and then the charter should be put forward to inform &c.

nus entrames en la garrantie, sy sereit ele forclos de action: dunt demandom jugement si, ove si grant duresse, ele ly deive garrantie.—*Kinge.* Save vus eit action par la comune ley; jugement si vous &c. E de autre part, le estatut ne lye nent fors ou le tenement neit pas overt a la destresse; e seu tenement sy est overt e ad este a la destresse; par quey action ne purreiez aver: jugement si &c.—KAVE. Si vus ne garrantez ore, e yl perde, vostre estover est ale; ke james ren ne porriez demander.—*Huntindone.* Sire, yl ne fut unkes feffe par nus, einz entra par son fet demene; prest &c.: jugement si nus li deyvum garrantie.—*Kynge.* A coe ne poez avenyr; ke vus avez conu ke yl teynt de vus pur vostre estover; e avez dyst ke yl ad cesse par deus anz; dunt encontre vostre reconusance demene a coe ne poez avenyr.—*Huntyndone.* Veez issi Maud ke entre en la garrantie de gre. A.D. 1292.

§ Nota ke si femme face quiteclamance quant ele est covert de baron, e quite cleyme son dower a tote sa vie, ren ne vat. Aliter[1] si ele seyt sole. De rationabili parte.

§ Treis seors furent demandants en un bref de renable partye.—*Kynge.* Jugement deu bref, par la resone ke la une seur est entre en religion, e profes en le ordre, e est mort quant a secle.—Cassatum fuit. Sa part acrest a les autres.

§ Nota si un chartre seyt bote avant pur aveyer lassise, apres coe qe yl sunt jurez e chargez, la chartre ne serra nent ressu sy lassise ne la demande. Mes a coe ke la chartre aveyera lassise, yl covent pleder solom la chartre, a dire issi, Sire, il ne morut nent seisi &c.; ke yl nus feffa par cete chartre; e pus mettre avant pur aveyer &c. Nota.

[1] MS. abatre.

A.D. 1292. Mordancester.

§ One Fulk de Lucy brought a writ of Mordancester against B. and C. and the Dean and Chapter of Hereford. *B.* and *C.* answered that they had nothing and claimed nothing. And the *Dean and Chapter* answered, as tenants, that his ancestor did not die seised &c.—THE ASSISE came and said that his ancestor did not die seised &c.—THE JUSTICE. Now tell us why.—THE ASSISE. We were not charged farther; therefore &c.—And they said no more. Therefore to judgment.

Entry.

§ One Richard and Alice his wife brought a writ of Entry for the heritage of his wife; and said in their writ "which they claim to be their right and in-"heritance;" whereas the writ ought to have said "which they claim to be the right and inheritance of "the said Alice."—And the writ was quashed.

Ael.

§ One Adam brought a writ of Ael against B and C.; in which writ there were two præcipes.—*Kyng.* Sir, he demands against B. and C. so much &c. by two præcipes, supposing thereby that each one knows his separate portion; whereas they hold in common; judgment of the writ.—It was quashed.

Novel Disseisin.

§ One Adam brought an assise of Novel Disseisin against B. for x. s. of rent.—*B.* said that he was tenant of the land whence the rent issued; and that he was not, but that the Dean and Chapter of Hereford were tenants of the rent; judgment of the writ: and that if it should be found that he was not tenant, then (said he) we tell you that we did not disseise him.—THE ASSISE said that he (Adam) was never so seised that he could be disseised.—Therefore &c.

§ Note, in a writ of Assise one may say simply "And "if it be found."

§ Un Fouke de Lucy porta bref de Mordancestre ver B. e C. e le den e le chapitre de Hereford.—*B.* e. *C.* respundent ke ren ne aveient ne ren ne clameient. E le *deen e le chapitre* respundent com tenants ke son ancestre ne morrut nent seisi &c.—LASSISE venist, e dist ke son ancestre ne morut nent seisy &c.—LE JUSTICE. Ore dystes nus pur quey.—LASSISE Nus ne sumes de plus chargez; par quey &c.—Nec fecit. Ideo ad judicium. A.D. 1292. Mortis antecessoris.

§ Un Ricard e Alice sa femme porterent un bref de entre de la heritage la femme; e dyt en son bref "quam clamant esse jus et hereditatem suam;" la ou le bref devereyt dire "quam clamant esse jus et hereditatem prædictæ Aliciæ."—Et quassatum fuit. De Ingressu.

§ Un Adam porta bref de Ael ver B. e C.; en le queu bref furent deuz precipez.—*Kynge.* Sire, yl demande ver B. e C; taunt &c. par deuz precipez, e supposent ke chekun set son several, la ou il tenent en comune; jugment du bref.—Quassatur. De avo.

§ Un Adam porta un assise de Novele disseisine ver B. de .x. souz de rente.—*B.* dyst ke yl fut tenant de la tere dunt la rent ist, e nent de le rente, eynz est le den e le chapitre de Hereford; jugement deu bref; e sy trove seyt ke yl neyt pas tenant, dunke diom nus ke nus ne ly disseysime nent.—LASSISE dist ke yl ne fut unke seysi issi ke yl pout estre disseysi.—Ideo &c. Novæ disseisinæ.

§ Nota en bref de assise put home dire E si trove seyt tantum.

A.D. 1292. § Note, in a writ of Novel Disseisin it is necessary to join him who is tenant of the tenements whence the rent issues and [also] the disseisor.

Entry. § One Adam brought a writ of Entry against B. for an acre of land in Wedemers.—*Louther.* Sir, Wydemers is neither vill nor manor nor hamlet; ready &c.; judgment of the writ.—*Howard.* By having prayed the View you have admitted it to be a vill. And whereas we demand the land as being in the vill of W., and you prayed &c., you thereby admitted W. to be a vill. And on the other hand, this exception lies before and not after the View.—*Louther.* I will tell you where it lies before the View and where after the View. If a vill be named with or without an addition, by the View it is certified to be a vill: but Wedemers is not a vill; and one can not certify that to be a vill which is not: therefore in this case the exception lies better after the View than before it.—BEREWYKE. We find, by a plea pleaded in this court, that Wedemers is a vill.—*Louther.* That may be, because it was not counterpleaded by the party, but was admitted; but you do not find it by the Country; so that ought not to prejudice us. And on the other hand, "a matter transacted between other parties &c." —*Tilton.* You might have a good writ stating it to be in the suburb of Hereford: for the land demanded is in the suburb &c.; ready &c.—*Howard.* You must say in addition "and not in Wedemers," and we will aver that it is in Wedemers.—The writ stood.

Note. § Note, if the warrantor have not land in one county sufficient to recompense in value, he (the vouchor) shall have the Cape ad valentiam addressed to the Sheriff of the County where the warrantor has sufficient lands; and he shall have recompense in value of lands in another county where the warrantor was not summoned, if the warrantor have not, in the county where he was summoned, lands sufficient to recompense in value.

§ Nota ke yl est mester jondre en le bref de Novele disseysine cely ke est tenant des tenements dunt la rente ist e le disseisour. A.D. 1292. Nota.

§ Un Adam porta bref de entre ver B. de une acre de tere en Wedemer.—*Louyere.* Syre, Wydemers neit vile ne manere ne hamelet; prest &c.; jugement deu bref.—*Houard.* Vus le avez grante vile par la veue demande: ke par la ou nus demandom la tere en la vile de W., e vus demandates &c., en tant grantates ke W. fut vile. E de autre part, cele excepcion gist devant veue, e nent apres.—*Louyere.* Joe vus dirroy la ou ele gist devant veue, e la ou ele gist apres veue. Sy une vile seyt nome od adicion ou sanz adicion, par la veue est ele afferme vile; mes Wedemers neyt pas vile; e home ne put pas affermer coe vile ke neit pas vile; par quey la excepcion gist meuz en coe cas apres veue ke devaunt.—BEREWYKE. Nus trovum en play plede seynz ke Wedemers est vile.—*Louyere.* Coe put estre pur coe ke coe ne fut nent contreplede de la partye, einz grante; mes vus ne le trovez nent par pays; par quey coe nus ne deyt nure. E de autre part, Res inter alios acta &c.—*Tiltone.* Vus porriez aver heu bon bref en le suburbe de Hereforde; ke la terre demaunde est en le suburbe &c., prest &c.—*Howard.* E nent en Wedemers; coe covent dire oveke; e nus volum averrer ke ele est en Wedemers. Stetit breve.[1] De Ingressu.

§ Nota sy la garrant nad pas asez dunt fere a la value en un cunte, yl avera cape ad valentiam a le viconte de le cuntez la ou yl ad; e avera a la value de teres en autre cunte la ou le garrant ne fut pas somons, sy yl nad pas teres en le cunte la ou yl fut somonz dunt yl pusse fere a la value. Nota.

[1] These two words are interlined by a different hand.

A.D. 1292. Note. Entry.

§ Note, that in a vill . . . ., and places where tenements are devisable, Mordancester does not lie for tenements which are devised. But otherwise if they are not.

Entry. Cui.

§ One A. brought a writ of Entry against the Dean and Chapter of Hereford and Richard de T., saying "into which they have not entry except by W. her "husband whom &c." — *Howard.* Sir, whereas she brings this writ against the Dean &c., we tell you that Richard had not entry by W. her husband; ready &c.; but entered by the Dean and by the Chapter.—*Spigornel.* What estate has Richard in the tenement demanded? —*Howard.* A freehold, by lease from the Dean &c.; so that the Dean and Chapter have nothing in the tenement demanded, and nothing &c.—*Spigornel.* And we will aver that they were tenants in common on the day when the writ was purchased; judgment if you ought not to answer.—*Howard.* That is as to the tenancy; but we are pleading on the entry, and we will aver as aforesaid.—*Louther.* This is a mixed writ, dealing with the Right and also with the Possession, in which writ one may have the advantage of counterpleading whatever point of the writ he chooses; and if he can overthrow one point, the writ will abate; and we &c. as before.—*Spigornel.* You cannot get to that; because the writ says generally "into which the "Dean &c. have not entry &c." wherefore you must answer generally that the Dean and Chapter and Richard had not entry by W. &c.; and we will say the reverse; for you will not be admitted to counterplead the entry of one without the others.—*Howard.* We abide your judgment that we have sufficiently answered.—*Spigornel.* We will aver that the Dean &c. were tenants in common on the day when the writ was purchased; (whether they have since ceased to hold in common, I care not;)

§ Nota en vile de . . . . .[1] e la ou les tenementz sunt divisables ne gist nul mordancestre des tenementz ke sunt divises. Aliter si non. A.D. 1292. Nota. Entre.

§ Un A. porta bref de entre ver le den e le Chapitre de Hereforde e Ricard de G., en le quel eus ne unt entre sy nun par W. son baron a ky &c. —*Houward.* Syre, la ou yl porte cety bref ver le deen &c., nus vus diom ke Ricard naveyt nent entre par W. son baron, prest &c., eynz aveyt par le deen e par le Chapitre.—*Spigornel.* Quey ad Ricard en le tenement demande?—*Houward.* Franc tenement, par les [le] deen &c.; issy ke le deen e le chapitre nunt ren en le tenement demande, ne ren &c.—*Spigornel.* E nus volum averrer ke yl furunt tenants en comun le jour de le bref purchace; jugement sy vus ne devez respundre.—*Houward.* Ceo est a la tenance; e nus pledom al entre, e volum averrer ut prius dictum est. —*Louyere.* Coe est un bref mixst de dreit e de possession, en queu bref home put aver avantage de contrepleder queu point du bref ke yl vodra; e sy yl pusse anentir un point, le bref se abatera: e nus &c. ut prius.—*Spigornel.* A coe ne poez avenyr, par la resone ke bref dyst en commune en les queus le deen &c nunt entre &c.; par quey yl vus covent respundre en commun ke le deen e le chapitre e Ricard naveient nent entre par W. &c.; e nus &c le revers; kar a contrepleder le entre del un sanz les autres ne serreit pas ressu.—*Howard.* Nus demorom a vos jugemenz ke nus avum assez respundu.—*Spigornel.* Nus volum averrer ke le deen &c furent tenant en commune le jour de le bref purchace; sy yl se unt puis demitz, coe ne fas jeo nent; e ke yl entrerent en commun par De ingressu, cui.

[1] The word here was originally "lour." An attempt at correction has made it unintelligible. It may be the name of a place; or perhaps the words should be "en vile e "bourg."

A.D. 1292. and that they entered in common by our husband; which averment they refuse; judgment of them, as undefended.—The writ was quashed.

Dower. § One Alice brought a writ of Dower against B.—B vouched to warranty C. and P., to be summoned in this county, and one William de N., under age, and whose body and part of whose lands are in ward to such an one, to be summoned in the County of Derby, together with one Richard de la Bere, who holds part of these lands by the curtesy of England [to be summoned] in this county.—*Howard.* Let the voucher stand; but we tell you that he shall be summoned in this county.—*Tilton.* He has nothing in this county wherewith he can make recompense in value: therefore it is proper that he should be summoned in the county where he has wherewith to make recompense in value.—*Howard.* Richard de la Bere has only a freehold in the tenements which he holds in this county as his heritage; and the fee and the right repose in the person vouched: therefore he shall be summoned in this county: for it is quite sufficient to make mention of the tenements which he has in other counties, as thereby he will make recompense in value out of the tenements which he has in other counties, if he has none in this county wherewith &c.—KAVE. This is a writ of Dower, which is of a very tender nature. If he were summoned out of this county, the warranty would not be tried in this Eyre, and delay would thereby arise. We adjudge that he be summoned in this county; and that, if by his warranty he lose the tenement demanded, he do make recompense in value out of lands elsewhere, if he have none here.

Essoin. § Note, that one who is within the county where the Eyre is, can not be essoined save "de malo lecti:" and he must be "really ill;" and this is by Statute. But if one of another county be vouched to warranty,

nostre baron; le quel averement yl refusent. Jugement de eus com de nun deffendu.—Cassatum fuit. A.D. 1292.

§ Un Alice porta bref de dowere ver B.—B. vocha a garranti C. e P., e serrunt somuz en coe cunte, e un Willem de N. ke est denz age, ky cors e partye de teres sunt en la garde un tel, e serra somuz en le cunte de Derby, ensemblement od un Ricard de la Bere ke tent partye de ces tenementz par la ley de Engletere en coe cunte.—*Houuard.* Etoyse le vocher; mes nus vus diom ke yl serra somuz en coe cunte.—*Tiltone.* Yl nad rens en coe cunte dunt yl pusse fere a la value; par quey yl covent ke yl seyt somuz en le cunte la ou yl ad dunt fere a la value.—*Houuard.* Ricard de la Bere nad ke franc tenement de les tenementz ke yl teynt de son heritage en coe cunte; e le fee e le dreit reposse en la persone le voche; par quey yl serra somuz en coe cunte; kar asset suffit de fere mencion des tenementz ke yl ad en autres cuntez, ke par tant fra yl a la value de tenement ke yl ad en autres cuntez, si yl nad pas en coe cunte dunt &c.—KAVE. Coe est un bref de Dowere, ke est mut tendre en sey; e sy yl fut somunz hors de coe cunte, sy ne serreit mie la garrantie detrie deynz cete eyre, mes par tant prendreit delay; sy agardom ke yl seit somunz en coe cunte, e face aylours a la value sy yl neyt dunt yssy, sy yl perde le tenement demande par sa garrantye. Dowere.

§ Nota, ke home denz cunte ou le heyre est, ne put nent estre essoine nisi "de malo lecti," et oportet quod sit vere æger per Statutum.[1] Mes un home ke est voche De essonio.

[1] Westm. 2. 13 Ed. I. c. 17.

A.D. 1292. he is at common law, and he may be essoined; and if he make default, a writ shall issue against him, the same as in the Bench, to take &c.

Cosinage. § One A. brought a writ of Cosinage against B., and drew it thus—"from Ralph, because he died without "heir of his body, the fee and the demesne descended "to John as brother and heir; from John to Maud "as daughter &c.; from Maud to Adam as son and "heir."—*Tilton.* Sir, whereas they say in their descent, "from Ralph, because &c., to John as brother &c., from "John to Maud as daughter and heir,"—Sir, we tell you that John died without heir of his body, ready &c. —KAVE. That amounts to saying that Adam is not next heir; and to that averment you will be received by virtue of the Statute of Gloucester; but to the other averment you will not be received. Traverse on that point if you please.—*Tilton.* Adam is not next heir; ready &c.—And the other side said the contrary.—Therefore &c.

Warranty. § A tenant vouched to warranty one B. in respect of seven acres of land. *Prestone.* Lo! here is B., who will warrant willingly; and, in respect of three of the acres, he vouches over to warranty one C.; and in respect of two other acres he vouches over another person; and, as to the remaining two acres of land, he tells you that his wife, who is not vouched, is by the charter equally bound with himself; judgment of the form of the voucher.—And he put forward the charter which shewed this.—*Spigornel.* You can not get to that; for you solely entered into warranty, and thereby you admitted that you were sole tenant, by your warranty; therefore you can not now counterplead the [voucher to] warranty which you previously admitted. —KAVE. You have pleaded badly; at the outset, before you entered upon the warranty, you ought to have

a garrantye de un autre cunte, sy est al commune ley, e put estre assone; e sy yl face defaute, sy istra bref sur ly com en bank de prendre &c. A.D. 1292.

§ Un A. porta bref de cosinage ver B., e li fit issy,—de Rauf, pur coe ke yl morut sanz heir de son cors, dessendi le fee e le demeen a Jon cum a frere e heyr; de Jon a Maud cum a file &c.; de Maud a Adam cum a fiz e heyr.—*Tiltone.* Sire, la ou yl dient en lur descente "de Rauf pur coe &c. a Jon cum a frere &c., "de Jon a Maud cum a file e hyr," Sire, nus vus diom de Jon morut sanz heyr de son cors, prest &c. —KAVE. Tant amunte ke Adam neyt pas plus procheyn heyr; e a cel averement serez vus ressu par Statut[1] de Gloucestre; e al autre averement ne serez vous nent ressu. Traverssez par la, si vus volez.—*Tiltone.* Ke Adam neit pas plus procheyn heir, prest &c.—E lautre le revers.—Ideo &c. De consanguinitate.

§ Un home voche a garrantie de . vii. acres de tere un B.—*Prestone.* Veez issy B. ke volunters garrentra; e de le treis acres, voche outre a garrantie un C.; e de les deuz acres voche un autre; e qant a les autres deuz acres de tere, sy vus dyst yl ke sa femme est joint ausy haut en la chartre cum ly, ke neit pas voche. Jugement de la forme de cety vocher.—E mist avant la chartre ke coe temonya.—*Spigornel.* A coe ne poez avenyr; ke vus entrates soul en la garrantie, e par tant grantates vus soul estre tenant par vostre garrantie; par quey ore ne poez a contrepleder la garrantie ke vus grantates devant.—KAVE. Vus avez malement plede; ke vus dussez aver dyst issy ade- De Warantia.

[1] 6 Ed. I. (The reference should rather be to 13 Ed. I. (Westm. 2.) c. 20.)

A.D. 1292. said thus, "Sir, whereas he vouches us for seven "acres of land, we tell you that my wife is equally "interested, by virtue of the feoffment, in two acres, "and is not vouched; judgment of the form &c."—Because he did not so plead, the voucher stood; and he warranted, without his wife, the two acres.

Novel disseisin.

§ One Adam brought Novel Disseisin against William Giffard and Richard de P., for one messuage and one carucate of land in C. &c.—*William* answered that he had committed no tort, inasmuch as he entered by the feoffment of Richard. And he put forward a charter which shewed this.—*Richard* answered, for himself, that he (A.) was never seised in such wise that he could be disseised. —THE ASSISE came and said that the messuage and carucate of land did at a certain time belong to Richard; and that there was a covenant between Adam and Richard that Adam should marry the daughter and heiress of Richard, and that he and his wife should reside together with Richard in the chief messuage, and that Adam should cultivate the land at his own expense, Richard taking one garb [of every two] and Adam taking the other: moreover, that Adam gave to Richard thirty marks to have the entire property, and that he and his wife entered, and resided with Richard for a long time; and further, that disputes arose between them, so that Adam and his wife were afraid to remain any longer with him. And further, that Richard made a feoffment, without charter, to Adam and his wife and their heirs of a messuage and a curtilage outside the gate; and that there they remained seised for two years; and that he (Adam) cultivated all the land, and sowed and reaped; and when he reaped, he handed one garb to Richard and kept another himself; and that this went on until Richard came and ejected him from the whole.—KAVE. Did Richard execute to Adam any charter of the chief messuage and of

primes, einz ke vus ussez entre en la garrantie, Syre, la ou yl me[1] voche de .vii. acres de tere, nus vus dioms ke ma femme est joint aussy haut en le feffement de deus acres, e neit pas voche. Jugement de la forme &c.—Et quia hoc non fecit, stetit, et warentisavit sine uxore duas acras. A.D. 1292.

§ Un Adam porta la novele disseysine ver William Giffard e Ricard de P., de un mes e une carue de tere en C. &c.—*W.* respundy ke yl ne aveit nul tort fet, pur coe ke yl entra par le feffement Ricard. E bota avant une chartre ke coe temoynya.—*Ricard* respundi pur ly ke yl ne fut unkes seissi issi ke yl pout estre disseysi.—Lassise vint, e dist ke le mees e la carue de tere fut a Ricard en akun tens; issi ky y ly aveit covenant parentre Adam e Ricard ke Adam esposereit la file e le heyr Ricard, e ke yl e sa femme demorasent od Ricard ensemble en le chef mees, e ke Adam devereyt gayner la tere a ces costages demene, issi ke Ricard avereit la une garbe, e Adam lautre. Adam dona a Ricard .xxx. mars pur le enter, e entrerent li e sa femme a Ricard, e demorerunt ensemble grant tens; issi ki conteke surdyst parentre eus, ke Adam e sa femme ne oseyent nent plus meyndre lenz od ly; issi ky Ricard enfeffa Adam e sa femme e a lur heyrs, sanz chartre, de un mees e de un cortil de ors la porte, e la demorerent seisi deuz anz; e gayna tote la tere, e sema e cya; e qant yl aveyt cye, yl bayla la une garbe a Ricard e prit a ly une autre, jekes atant ke Ricard vint e ly enjetta de treytot.—Kave. Ricard fit il nule chartre de chef mees e de la tere a Adam? Novæ disseisinæ.

[1] MS. ne.

A.D. 1292. the land?—THE ASSISE. Sir, he did. But Richard remained always in the messuage without changing his estate. As to the messuage and the curtilage outside the gate, he was disseised; but not so as to the other messuage and land, because he was never put in seisin thereof by Richard.—But suppose that Adam had been put in seisin of the land by Richard, and had ploughed and sowed and reaped, and had handed one garb to Richard and kept the other himself; quære if he would have been disseised or not. It seems that he would not; inasmuch as he delivered the garb to Richard on the land itself; and so it seems that Richard thereby continued his estate without changing it. But if Adam had delivered the garb at Adam's house or elsewhere outside the land, it seems that Richard's estate would have been changed, and that Adam would have been seised of the entirety, and would have been disseised if Richard had ejected him.

Entry, in the "per."

§ Command A. that justly and without delay he yield up to Alice &c. one messuage with the appurtenances &c., which she claims to be her right and her marriage, and into which the said [A.] has not entry except by N. de C., father of the said Alice, who leased the same to him for a term which has passed &c.—*Spigornel.* Judgment of this writ; for the reason that whereas the writ says "which she claims to be her right "&c.," there it supposes that she herself was seised, and that she demands on her own seisin; and whereas it says "into which he has not entry except by N. de C. "father of the aforesaid Alice," there the writ supposes that she demands on the seisin of her ancestor, and not on her own seisin; and thus the commencement contradicts the end: so we pray judgment of the writ.—It was quashed.

Novel disseisin.

§ One Alice brought Novel Disseisin against B. for the manor of C.—*Louther.* Wrongly they bring this

—LASSISE. Sire, sy fit. Mes Ricard demora tote veirs en le mes sanz changer son estat. Quant al mees fut yl disseissi e qant al cortel dehors la porte, e nent qant al autre mes, ne a la tere; ke yl ne fut unkes mis en la seisine par Ricard. Mes posom nus ke Adam ut este mis en seisine de la tere par Richard, e ut are e seme e cye, e livere a Ricard la une garbe e pris vers ly lautre, quære sy yl ut este disseisi ou nun. Videtur quod non, pur coe ke yl luy delivera lautre jarbe en la tere meimes, par quey yl semble ke Ricard par tant continua avant son estat sanz changer sun estat. Mes sy yly ut dilivere lautre garbe a lostel Adam ou aylurs dehors la tere, yl semble ke le estat Ricard ut este change, e yl seisi del enter, e disseisi sy Ricard ly ut enjette. A.D. 1292.

§ Præcipe A. quod juste et sine dilatione reddat Aliciæ &c. unum messuagium cum pertinentiis &c. quod clamat esse jus et maritagium suum, et in quod idem talis non habet ingressum nisi per N. de C., patrem prædictæ Aliciæ, qui idem ei dimisit ad terminum qui præteriit &c.—*Spigornel.* Jugement de cety bref, par la resone ke la ou le bref dist "quod "clamat esse jus &c.," la suppose yl ke ele meme fut seisi e kele demande de sa seisine demene; e par la ou yl dist "in quod non habet ingressum nisi per N. "de C. patrem prædictæ Aliciæ," la suppose le bref ke ele demande de la seisine son ancestre, e nent de sa seisine demene; e yssy est le comensement contrariant al fin: dunt demandum jugement deu bref.—Quassatum fuit. De Ingressu per.

§ Un Alice porta la Novele disseisine ver B. de la maner de C.—*Louyere.* Atort portent yl cete assice; Novæ disseisinæ.

A.D. 1292. Assise; and for the reason that these same tenements, whereof she complains that she is disseised, together with other tenements, heretofore belonged to one Nicholas, husband of the said Alice, and father of the said B., whose heir he is; and after N.'s death, Alice was endowed of the tenements which belonged to her husband. Then came B. and brought a writ of Admeasurement of Dower against Alice in the County Court, and recovered all that she held beyond a third part as her dower, and he was put in seisin thereof by the sheriff and bailiffs. Thereupon came this same Alice and brought a writ of Novel Disseisin against the sheriff and several other persons. After that, an agreement was come to between them, that Alice should assent to B. holding on what he had obtained by the aforesaid Admeasurement, and that Alice should take the third part of the manor of W. in satisfaction of that; and she is up to this day seised of that third part. And we have committed no other tort save what we have stated. Let the Assise go.—*Howard.* These are two answers; one is that you entered by judgment and not by disseisin; the other is that you entered by our will and assent, and not by disseisin: to which of the two do you hold?—*Louther.* One hangs on the other, and aids the other; therefore we will retain both.—*Howard.* You must hold to one or the other. If you will say that you entered by judgment and by livery of the sheriff, we will aver that it was by disseisin. If you will say that it was by our assent, we will aver that it was by disseisin with force and arms; in which case we can still ask you what you have to shew that you entered with our assent. Therefore shape your answer in one way or the other.—*Spigornel.* We will aver that we entered in the manner aforesaid; and we pray the Assise.—KAVE sent for the Assise. And he said that one answer hung on the other, and aided the other; and (said he) the Assise will tell us all about it.—Therefore to the Assise.

par la resone ke memes ces tenements, dunt ele se pleint estre disseisi, ensemblement od autres tenements, furent en akun tens a un Nichole baron meme cety Alice, pere cety B. ky eyr il est; apres la mort N., Alice fut dowe des tenements ke furent a son baron. Dunke vint B., e porta bref de amesurement de dowere sur Alice en Conte, e recovery le surplusage ke ele aveit outre la terce partye en nun de dowere, e fut mys en seisine par le vicomte e les balyfs. La vint meme cete Alice e porta bref de Novele disseisine sur le viconte e plusors autres. Apres coe le acord se prit parenter eus, yssi ke Alice granta ke B. tendreit avant coe ke yl aveit purchace par le amesure avant dist, e ke Alice prendreit la terce partie de la manere de W. en alowance de cel; e est huy coe jour seisi de cele terce partye: e ke nul autre tort ne avum fet for en la manere ke nus avum dyst. Courge lassise.—*Houward.* Coe sunt deuz respunses; le une est ke vus entrates par jugement e nent par disseisine; lautre est ke vus entrates par nostre gre e par nostre volunte, e nent par disseisine: a quel de deuz volez tenir?—*Louyere.* Le une depent del autre, e est aidant al autre: par quey nus averum le un e lautre.—*Howard.* Yl covent prendre al un ou al autre; e sy vus volez dire ke vus entrates par jugement e par lyvere de viconte, nus volum averer ke par disseysine. E sy vus volez dire ke par nostre gre, nus volum averer ke par disseisine od force e od armes, ou nus vus poum demander uncore quey vous de coe ke vus entrates par nostre gre. E pur coe reponez par une veie ou autre.—*Spigornel.* Nus volum averrer ke nus sumes entre en la manere lavantdyste; e priom lassise.—Kave demanda lassise; e dist ke le un respunse fut dependant del autre, e eidant al autre; la assise nus dirra treitot.—Ideo ad assisam.

A.D. 1292.

A.D. 1292. Dower.

§ One Alice brought a writ of Dower against B.—*Spigornel.* She ought not to have dower; for the reason that her husband, on whose seisin she demands dower, never had any estate in these tenements whereof &c. except after the Dictum of Kenilworth, which estate was annulled by the said Dictum &c.; wherefore she ought not to have dower.—*Huntyndone.* We will aver that our husband had by his own purchase such an estate that he was able to endow us, and that he was seised after he married us.—*Spigornel.* You must answer if he had any other estate than that which we have stated; for of that estate and of that seisin she shall never recover dower. For we tell you that in time of war the King took into his hand the tenements whereof &c., and gave them to her husband in time of war; and he held them until he had received for the same tenements a ransom from him to whom the tenements formerly belonged: and this we will aver. Judgment if you ought to have dower.—KAVE. Answer if he had any other estate: this is necessary.—*Huntyndone* waived that, and said, Sir, we tell you that our husband had another estate in the tenements whereof &c.; and that, by purchase from a different quarter; ready &c.—And the other side said the contrary.—Therefore &c.—Note that purchases of such kind are abrogated by the Dictum of Kenilworth.

Note.

§ Note, that in order that the husband may hold the inheritance of his wife by the Curtesy of England by reason of issue between them, it is necessary that the issue be heard to cry or squall within the four [walls]. And note, that in this case the inquest shall be taken partly or wholly from the hundred where the infant was born, and not from the hundred where the thing demanded lies. But it may be taken partly from one and partly from the other. Witness the case of

§ Un Alice porta bref de dowere ver B.—*Spigornel.* A.D. 1292.
Dower ne deit ele aver; par la resone ke son baron, de ky seisine ele demande dowere, naveit unkes estat en ces tenements dunt &c. si nun pus le Dyst de Kenelworthe, le quel estat est defet par meme le dyst &c.; par quey dowere ne deit ele aver.—*Huntyndone.* Nus volum averer ke nostre baron aveit tel estat issi ke dowerer nus pout, e fut seisi, apres ke yl mey esposa, par son purchas demene.—*Spigornel.* Yl covent ke vus responet si yl aveit autre estat ke nus avum dyst; ke par tel estat e de tele seisine ele ne recovera dowere jammes: ke nus vus diom ke en tens de gere si prit le Roy les tenements dunt &c. en sa mein, e les dona a son baron en tens de gere, e yl les teynt jekes atant ke yl out pris ranson pur meme le tenement de ly a ky les tenements furent avant yceo; e coe volum averer. Jugement si vus devez aver dowere. —Kave. Responez sy yl aveit autre estat: y covent. —*Huntyndone* veiva cel. Sire, nus vus diom ke nostre baron aveit autre estat en les tenements dunt &c. par son purchas aylours, prest &c.—E lautre le revers.—Ideo &c.—Nota ke teus purchas sunt defez par le dyst de Kenleworthe. De dowere.

§ Nota, a coe ke le baron tendra le heritage sa femme par la corteyse dengletere par la resone del issu parenter eus, yl covent ke yl seyt oy cryer[1] ou brayer parenter les quatre [murs]. Nota.

Nota ke en coe cas lenqueste sera pris en partye ou en tot de cel hundred ou lenfant fut nee, e nent del hundred ou la chosse demande est ou gist: mes

[1] The words "oy cryer" are interlined.

A.D. 1292. Richard Damel, who brought Mordancester against Richard de la Bere.

§ Note, that if a man deny his own deed and it be found to be his deed, he shall go to prison: but not so, if he deny his father's deed. In like manner it will be in the case of a woman who has a husband.

Ael. § One Adam brought a writ of Ael against B., stating "from Ralph to John as son, from John to Adam &c." —*B.* Sir, we tell you that this same Ralph, on whose death they bring this writ of Ael, had a sister, Agnes by name, to whom and to one John her husband he gave in frank-marriage the tenements now demanded: thereupon we pray judgment if he can have an action while Agnes is alive.—*Adam.* Ralph never devested himself, but died [seised] as of fee; ready &c.—And the other &c.—Therefore &c.

§ One A. brought a writ against John Hake, and demanded six acres &c.—*John.* Sir, we hold the land demanded in vileinage of the Dean and Chapter of Hereford, and they are not named; judgment of the writ.—*Spigornel.* We will aver that he was tenant as of freehold on the day when the writ was purchased. —KAVE. Are you the Dean's and Chapter's vilein or not?—John said that he was. And the answer was entered for the benefit of the Dean &c. And because he admitted that he was their vilein, as well as the other matter, the writ abated; and the averment which *Spigornel* offered was not received. But if he had not said that he was their vilein, the averment as to the tenancy would have been received. For it is no more to say, I hold the tenements in vileinage of the Dean &c. (not saying that he was the vilein of the Dean &c.) than to say—I hold the tenements demanded against me at the will of the Dean &c.: and

partye del un ou de lautre. Teste Ricardo Damel A.D. 1292.
ke porta le Mordancestre ver Richard de la Bere.

§ Nota si un home dedye son fet e seit ateint ke coe seit son fet, yl yrra a la prisone; non ita si dedicat factum patris. Eodem modo erit de fœmina quæ habuerit virum.

§ Un Adam porta bref de Ael ver B., de Rauf Ael.
a Jon cum a fis, de Jon a Adam &c.—*B.* Sire, nus vus dioms ke memes cely Rauf, de ky mort yl portent cety bref de Ael, aveyt une seer, Anneyse par nun, a ky yl dona les tenements ore demandez en franc-mariage, e a un J. son baron: dunt demandom jugement si vivante cele Anneyse pusse accion aver. —*Adam.* Ke Rauf ne se demyst unkes, einz morut [seisi] cum de fee, prest &c.—E lautre &c.—Ideo &c.

§ Un A. porta bref ver Jon Hake e demanda .vi. acres &c.—*Jon.* Sire, nus tenum la tere demande en vilygnage de le Deen e le Chapitre de Hereford nent nome: jugement deu bref. — *Spigornel.* Nus volum averer ke yl fut tenant cum de franc tenement le jour del bref purchace.—KAVE. Estes vus le vyleyn le Deen &c. ou nun?—Yl dyst ke oyl: e coe fut entre pur le Deen &c.—E pur coe ke yl granta ke yl fut lur vileyn ensemblement od lautre, le bref se abatit; e le averement ke *Spigornel* tendy ne fut nent ressu. Mes sy yl nust dit ke yl ut este lur vileyn, la averement de la tenance dust aver este ressu. Kar nent plus neit a dire, Jeo tenk les tenements en vileynage de le Deen &c., sanz dire ke yl est vilein le Deen &c., ke neit a dire ke joe tenk les tenements demandez ver moy a la volunte le Deen &c.: e si yl deit issy, le

A.D. 1292. if he were to say the latter, the other would be received to aver that he was tenant as of freehold on the day when the writ was purchased: and so he would be if he said that he held in vileinage &c. without saying more &c.

Entry. § One Adam brought a writ of Entry against Cecily. Cecily made default. Adam prayed judgment of the default. John Hake came and said that the tenement demanded was his freehold, and that he leased it to Cecily for the term of five years; and he prayed that he might be received, by Statute, to defend his right, and that Cecily's default might not turn to his prejudice. He was received; and he vouched over to warranty &c.—*Spigornel.* He can not vouch; inasmuch as the writ is not brought against him; and he himself is not vouched; therefore he must answer.—*Kyng.* Inasmuch as he is now in the same condition as if the writ had been brought against him, and is tenant of the freehold, and is received in this Court to defend his right, judgment if he can not vouch.—*Spigornel.* When you say that he is in the same condition as if the writ &c., you assert what you wish; now he can not counterplead the form of the writ, but simply the entry; therefore he is not &c.—BEREWYKE. It may be that the vouchee can give an answer such as would not lie in the mouth of him who is received &c.; therefore we adjudge that the voucher do stand.

Note that, in a writ of Entry, counterpleader of the entry is an answer going to abate the writ, and not to the action: for if it were so to the action, I could never bring a writ of Entry.

Utrum. § The Prior of &c. brought a writ of Utrum against one John, for ten acres of land &c. John made default. The jury passed, by his default. Another Prior, namely of Lontode, challenged some of the jurors; [saying] he ought not to be &c.—*Tiltone.* You are no party

autre sereit ressu pur averrer ke yl fut tenant cum de franc tenement le jour del bref purchace: aussi sereit yl la ou yl dist ke yl teint en vileynage &c. sanz plus dire &c. A.D. 1292.

§ Un Adam porta bref de Entre ver Cecile. C. fit defaute. Adam demanda jugement de la defaute. Jon Hake vint, e dist ke le tenement demande fut son franc tenement, e ke yl le lessa a C. a terme de .v. anz, e pria ke yl pout estre ressu par Statut a defendre son dreit, e ke la defaute C. ny ly tornat en prejudice.—Fut ressu, e vocha outre a garrantie &c.—*Spigornel.* Vocher ne put yl, desicom le bref neit pas porte sur ly; ne yl neit pas voche; par quey yl covent ke yl respoyne.—*Kyng.* Desicom yl est ore en meme le estat cum sicom le bref fut porte sur ly, e tenant de le franc tenement, e est ressu en cete court a defendre son dreit, jugement si yl ne puse vocher. —*Spigornel.* La ou vus distes ke yl est en meme le estat cum le bref &c., vus distes vostre talent; ke yl ne porra nent contrepleder la fourme deu bref, mes le entre tant soulement; par quey yl neit pas &c.—BEREWYKE. Yl put estre ke le voche put doner tel respunse ke ne girreit mye en la bouche cety ke est ressu &c.; par quey nus agardum ke le vocher estoyse. Entre.

Nota, en bref de Entre, contrepleder le entre si est respunse al batement deu bref, e nent al accion: ke sy yl fut al accion, joe ne porroi jammes porter bref de Entre.

§ Le Prior de tel leu porta bref de Utrum ver un Jon de .x. acres de tere &c. Jon fit defaute. La Jure passa par sa defaute. Un autre Prior de Lontode chalenga les uns des Jurours; yl ne deit estre &c.—*Tiltone.* Vus neystes pas partye en le play; par quey Utrum.

A.D. 1292. to the plea; therefore you can not challenge.—*Prestone.* The tenements demanded are holden of the Prior of Lontode for xii. d. yearly; and the Prior of &c. demands them in pure and perpetual alms, as being appurtenant to his church &c.; and if he should recover according to his demand, the Prior of Lontode would lose the services of the tenement: and so he is sufficiently a party for the purpose of challenging.—And he was received to challenge. And he challenged &c.

Note, that if one be challenged by a party, the jurors of the Assise or of the Inquest shall swear if the challenge be good.

Writ of right of advowson.

§ The Prior of Saint John Prima in Wales brought a writ of Right of Advowson of the church of &c., and demanded it as the right of his church &c. against John and Agnes his wife and Richard and Emma his wife.—*Spigornel.* Sir, Agnes answers you that she holds the advowson of the aforesaid church in parcenary with one Emma the wife of Richard &c., and sister of Agnes; and she prays aid of her.—And Emma answers you that she holds &c. with Agnes her sister, wife of John de C.; and she prays aid of her.—*Louther.* Agnes and Emma are tenants of the advowson, and have been summoned, and are here before you; therefore aid &c. —*Spigornel.* Although they were summoned as tenants, they were not summoned as parceners; therefore &c.—*Louther.* What you say would be very good if Emma were tenant of the entirety, and Agnes had not answered, or vice versa; but here both are tenants, and therefore shall not be summoned as parceners; consequently you ought not to have aid.—And she did not have it. And she answered over. And they put themselves on God and on the great Assise.

Entry in the "post."

§ One Adam brought a writ of Entry against B., stating "into which he had not entry except after the "lease which Margery his aunt, whose heir he is,

vus ne poez chalenger.—*Prestone.* Sire, les tenements demandez sunt tenuz de le Prior de Lontode pur .xii. deners par an; e le Priour de tel leu les demande en pure e en perpetuele aumoyne apurtenans a sa Eglise &c.; e sy yl recoverat solom sa demande, sy perdreit le Prior de Lontode les services du tenement: e par tant est yl partie a chalanger.—E fut ressu a chalanger, e chalenga &c. A.D. 1292.

Nota, si un home seit par la partye kalange, les Jurez de lassise ou de lenqueste jurrunt sy le chalenge seyt verrey.

§ Le Prior de Seynt Jon primer en Gales porta bref de dreit de la voueson dune eglise &c., e la demande cum le dreit de sa esglise &c., ver Jon e Anneyse sa femme e Ricard e Eme sa femme.—*Spigornel.* Sire, Annyse vus respunt ke ele teint la voweson de la esglice avant dite en parcenerie od une Eme la femme Ricard &c. seer Anneyse; e prie eyde de ly. E Eme vus respunt ke ele teint &c. od Anneyse sa seer, feme Jon de C., e prie eyde de ly.—*Louyere.* Anneyse e Eme sount tenant de la voweson, e somuz; e sunt issi devant vus; par quey eyde &c.—*Spigornel.* Tot sunt eles sumunz cum tenants &c., eles ne sunt pas somunz cum parceners; e por coe &c.—*Louyere.* Vus deyset finement been sy Eme fut tenant de le tot, e Anneyse naveit respundu, vel e converso. Mes si il tenent amedeuz; par quey yl ne serrunt nent somunz cum parceners; dunt eide ne devez aver.—Nec habuit. E respundi outre; e se mitrunt en deu e en grant assise. Bref de dreit de avoeson.

§ Un Adam porta bref de entre ver B., en les ques yl nad entre si nun pus le les ke Margerye sa Entre en le post.

A.D. 1292. " thereof made to one John de C. for a term which has expired."—*B.* Sir, we vouch to warranty John de C. &c.—*John* entered into warranty, and said, Sir, no writ of Entry in the "post" ought to be used where one in the "per" can be used: but Adam could have had a good writ in the "per" thus, "into which B. " had not entry unless by John de C. to whom Mar- " gery his aunt, &c. as above;" whereupon we pray judgment of the writ.—*Adam.* Our writ is good enough; by reason that we could not have had any other writ; for there were two Johns, namely John the father and John the son who is now vouched. Margery leased it to John the father, and he to John his son, and John the son to B. who now holds it; and thus there are four degrees; judgment if the writ be not good.—*John de C.* Sir, we tell you that Margery leased it to me, John the son, and not to John my father; ready &c.—*Adam.* Ready to aver that Margery leased it to John your father &c.—THE INQUEST came, and said that Margery leased it to John the father.—KAVE. Inasmuch as it is found by this Inquest that Margery leased it to John the father, as Adam states, and not to John the son as John the son and vouchee says &c., this Court adjudges that Adam do recover his seisin against B., and that B. recover in value against the lands of the son, and that John be in mercy &c.

Note. § Note, that one who is vouched to warranty, can not after he has entered into &c. challenge the form of the writ and say thus,—Sir, no writ in the "post" ought to be used where one can use a writ in the "per" &c. See the above case. But he may well counterplead the entry. But in the last preceding plea he was received to challenge the form of the writ; but this was by the allowance of the adverse party.

aunte, ke heyr yl est, de coe ne fit a un Jon de C. a terme ke passe est.—*B.* Sire, nus vochom a garrantie Jon de C. &c.—Jon entra en la garantie, e dyst, Sire, nul bref de entre en le post ne deyt lu aver la ou yl put aver le per; mes Adam pout aver heu bon bref en le per, en le ques B. nad entre si nun par Jon de C. a ky Margery sa aunte &c. ut supra; dunt demandom jugement deu bref.—*Adam.* Nostre bref est asez bon; par la resone ke nus ne purreiom aver heu autre bref; ke yly aveyent deuz Jons de C., Jon le pere e Jon le fyz ke ore est voche. Margerye le lessa a Jon le pere, e il [a] Jon son fiz, e Jon son fyz a B. ke ore tent; e issy sunt yl .iiii. degrez; jugement sy le bref ne seit bon.—*Jon de C.* Syre, nus vus diom ke Margerye le lessa a moy Jon le fyz, e nent a Jon mun pere, prest &c.—*Adam.* Prest de averrer ke Margerie le lessa a Jon vostre pere &c.—LENQUESTE vint, e dyt ke Margerie le lessa a Jon le pere.—KAVE. E pur coe ke ateint est par cete enqueste ke Margerie le lessa a Jon le pere, ausi cum Adam dyt, e nent a Jon le fiz sicom Jon le fiz dyt ke est voche &c., si agarde cete court ke Adam recovere sa seisine ver B., e B. eit a la value de les teres Jon le fiz, e Jon en lamercye &c.

A.D. 1292.

Hic continentur quatuor gradus brevis de post.

§ Nota ke un home ke est voche a garrantie apres coe ke yl entra &c yl ne put nent chalanger la fourme deu bref a dire issi,—Sire, nul bref en le post ne deit lu aver la ou home put aver le per &c.; supra proximo placito; mes yl put ben contrepleder le entre. Set in proximo placito supra fuit admissus ad chalumpniandum formam brevis; set hoc fuit de voluntate partis adversæ.

Nota.

A.D. 1292. Entry based on novel disseisin.

§ The Prior of Lontode (Lantony?) Prima in Wales brought a writ of Entry based on novel disseisin against Reginald du Gray for so much land, "into "which he had not entry except by John de Grey his "father who tortiously and without judgment dis-"seised N. late Prior of Lontode predecessor of this "same Prior, since the term."—Reginald vouched to warranty, out of the line, one William de P., son of Henry de P., by the charter which his father had granted.—*Howard.* Sir, according to the Statute, one can not, in a writ of Entry, vouch out of the line; but he must vouch within the degrees. Now they have vouched out &c.; judgment of this voucher.—*Louther.* Sir, this same Prior heretofore brought a writ of the like nature against my lord Sir Reginald; Reginald then vouched, as he does now, this same William; and the Prior then allowed the voucher. Judgment if he can now counterplead a voucher which heretofore in the King's Court he allowed in a writ which was of the same nature.—*Howard.* The pleadings in that writ did not end in an issue: and now this is a new writ in which the process will be entirely new: for in a new writ the process is new: and if the Prior pleaded stupidly in the other writ, it does not therefore follow that he will plead as badly in this writ; that by no means follows: judgment of your voucher.—*Louther.* Reserving to ourselves the benefit of what we have pleaded, we tell you over, and to support our voucher, that the tenements now demanded were at a certain time in the hands of John de Grey father of Reginald. Then came Henry de P., by whose deed we now vouch, and brought a writ of Mordancester, on the death of William his father, before so and so Justices &c., against John de Grey, and recovered by the Assise; and afterwards enfeoffed Sir Reginald de Grey, who now holds, by this charter: judgment if our voucher be not good; and this matter

§ Le Prior de Lontode[1] primer en Gales porta bref de entre funde sur la novele disseisine ver Reynald deu Grey de tant de tere, en le ques yl nad entre sy nun par Jon de Grey son pere, ke atort e sanz jugement disseisi N. jadis Prior de Lontode, predecessour meme ceti Priour, pus le terme.—*Renald* vocha a garrantie, ors de la lyne, un Willem de P., le fiz Henri de P., par la chartre ke son pere ly fit.—*Houuard.* Sire, par statut[2] home ne put pas vocher ors de la lyne en bref de entre; mes yl vochera par my les degrez. E yl unt voche ors &c. Jugement ce cety vocher.—*Louyere.* Sire, devant ces oures porta meme cety priour autel bref vers mun seynur Sire Renald, e de meme la nature; Renald adunke vocha a garrantie aussy cum il fet ore memes cety Willem; e le Prior adunke granta le vocher. Jugement sy yl pusse ore le vocher contrepleder ke devant ses oures en le court le Roy granta en bref ke fut de meme la nature.—*Houard.* Teu bref ne prit nul issue de play; e ore est cety novel bref, ke veut aver novel proces; kar novel bref novel proces: e sy le Prior pleda folement al autre bref, yl ne suyt nent pur coe ke yl pledera aussi malement a cety bref; le consequent ne vaut rens. Jugement de vostre vocher.—*Louyere.* Save a nus coe ke nous avum dyst, nus vus diom outre, pur sustener nostre vocher, ke le tenements ore demandez furunt en akun tens en la meyn Jon de Grey pere Renald; e dunke vint Henri de P., par ky fet nus vochom ore, e porta bref de mordancestre, de la mort Willem son pere, devant teuz Justices, ver Jon de Grey, e recovery par lassise; e pus enfeffa Sire Renald de Grey, ke ore teint, par cete chartre. Jugement si nostre vocher ne seyt bon: e cete chosse volum averrer par

A.D. 1292. Entre funde sur novele disseisine.

[1] This should be "Lantone prima." See Placita de Quo Warranto, fol. Lond. 1818, p. 267.

[2] 3 Ed. I. c. 40.

A.D. 1292. we will aver by the Record &c.—*Howard.* Sir, we will aver the entry of our husband; to wit that he entered by John his father, and not by Henry; and if they refuse this, judgment of them as &c.—*Louther.* We are not now pleading to the entry; we are not on that point: what we now tell you is in support of our voucher.—BEREWYKE. Answer if such a judgment was given or not; and if Henry recovered the tenement by judgment out of John de Grey's hands and enfeoffed &c.; you shall answer to that, notwithstanding all that you have yet said.—*Howard.* Even if it were as they say, (which we do not admit,) yet would not the voucher stand: for although they have been seised, yet that was after the tort done to our predecessor: so they can not aid themselves by that.—*Louther.* We will aver it by the Record; judgment if our voucher be not good.—BEREWYKE. As before.—*Howard.* We will imparl.—Sir, to ease the Court, we tell you that Henry de P., by whose deed you have vouched, was never seised of these tenements, in such wise that he could give an estate to R., after the tort done to our predecessor; ready &c.—*Louther.* We will aver, by the Record, that he was seised.—*Howard.* You can not do that; but you may aver, by the Record, that such a judgment was given; but, if he was seised after judgment given or not, that you can not aver by the Record; because you will find nothing about it on the Roll.—*Louther.* First of all admit that such a judgment was given: let us be agreed on that.—*Howard.* We will neither admit nor deny it. Why should we admit or deny transactions between strangers?—Then *Louther* put forward the process and the Record under the King's seal, which testified that in the writ of Mordancester such a judgment was given as aforesaid &c.—BEREWYKE. Now, you can not deny it.—*Howard.* We freely admit the judgment; but we tell you that, whatever judgment was given and whatever charter of feoffment Henry made

record &c.—*Howard.* Sire, nus volum averrer le entre de nostre baron, ke yl entra par Jon son pere, e nent par Henry; e sy yl refusent, jugement de eus cum &c. — *Louyere.* Nus ne pledom pas ore al entre; nus ne sumes nent par la: coe ke nus vus diom est a susteyner nostre vocher. — BEREWYKE. Responet si teu jugement fut rendu ou nun; e si Henry recovery le tenement ors de la mein Jon de Grey par jugement, e enfeffa &c.; kar la respundrez vus pur tant ke vus avez uncore dyst.—*Howard.* Tot fusse yssy sy com yl dient, mes nus le grantum nent, par tant ne esterreyt nent le vocher; ke tot unt yl este seysi,[1] coe fut pus le tort fet a nostre predecessour: dunt par la ne se pount yl eyder. — *Lowiere.* Nus volum averrer par Record; jugement si nostre vocher ne seyt bon.—BEREWYKE. Ut prius supra. — *Howard.* Nus enparlerum. Sire, pur esser la court nus vus diom ke Henri de P., par ky fet vus avez voche, ne fut unkes seisi de ses tenements issy ke yl pout aver estat fet a R. pus le tort fet a nostre predecessour; prest &c.—*Louyere.* Nus volum averrer, par Record, ke yl fut seisi.—*Howard.* Coe ne poez nent fere; mes ke cel jugement se fit, coe poez vus averrer par record: mes si yl fut seisi apres le jugement rendu ou nun, coe ne poez pas averrer par record; ke de coe ne troverez nent en Roule.—*Louyere.* Grantet ke teu jugement se fit adeprimes, e seom nus a un par la.—*Howard.* Nus ne le grantrom ne dedirrum. Key avum nus a granter ou dedire chosse fete par estrange persones? — Dunke *Louyer* mist avant le proces e le Record sus[2] le cel le Roy, ke temoyna ke teu jugement se fyt en le bref de mordancestre cum dyt fut &c.—BEREWIKE. Ore ne le poez dedire. — *Howard.* Nus grantum ben le jugement; mes nus vus diom ke queu jugement se perfit, e queu chartre de feffement Henry fit a Reynald, ke

A.D. 1292.

[1] MS. yssy.

[2] MS. sur.

A.D. 1292. to Reginald, Henry was never seised after the judgment given, since the tort done &c.; ready &c.—*Louther.* The contrary is found by the Record; this I prove; for even if Henry had never had seisin by livery from the sheriff after the judgment given, but had died immediately afterwards, yet his son might have recovered the same tenements by writ of Mordancester; (This I do not think to be correct; but by the Record he can.) whence it follows that he was seised immediately after the judgment given in his favour.—BEREWIKE. If I recover a tenement, by judgment in the Court &c., against Hugh de Cave, and I of mine own authority, without livery by the sheriff or bailiff, put myself in the tenements and put out the tenant, in that case the tenant will bring the Novel Disseisin against me, and it will hold good; so for that reason it appears that I was not at once seised by virtue of the judgment &c., but that the tenant remained continually seised. And on the other hand, if after judgment &c. I put myself in possession, of mine own authority, and the tenant eject me, I shall never recover by the Novel Disseisin. Whence it follows that he is not seised immediately upon the judgment being given, unless he be put in seisin by the sheriff or the bailiff. (This is true.) — *Louther* on a following day came and said, as before, that he had tacitly allowed the voucher in Court, and had pleaded nothing against it save that he who was vouched was under age and might then have challenged it if he had wished, but he did not: judgment if &c., as before.—*Howard.* You can not get to that; for you pleaded higher up and further on; whereas we said, and that by Statute, that he by whose deed you vouch was never seised so &c., and offered an averment, thereon you traversed us, and you waived what you had previously said. Judgment if now they can get to that.—*Spigornel.* We did not waive it; but all

Henry ne fut unkes seisi apres le jugement rendu, pus le tort fet &c.; prest &c.—*Louyere.* Ke contrarye est trove par record joe vus pruf;[1] ke tot ne hut Henry unkes heu la seysine par livere de viconte apres jugement rendu, mes ut este mort tant tot apres, son fyz porreit recoveryr memes les tenements par bref de mordancestre; quod non credo verum, sed per recordum potest; par quey yl ensut ke yl fut seisi tant tot apres le jugement rendu pur ly.—BEREWIKE. Sy joe recovere un tenement par jugement en la court &c. ver Hue de Kave, e joe par autorite demene, sanz livere de viconte ou baylyf, moy mette en les tenements e mette hors le tenant, en coe cas le tenant portera la novele dysseisine ver moy, e tendra leu; dunt par cete reson joe ne fu pas meintenant seisi par le jugement &c., einz le tenant demora tote ver seisi. E de autre part, si joe me meyse einz apres le jugement &c. par ma autorite demene, e le tenant moy enjettat, joe ne purroy jammes aver recoveryr par la novele disseisine: dunt yl ensuyt ke yl neyt pas seisi meintenant apres le jugement rendu sy yl ne seyt mis en seisine par viconte ou par baylyf. Et hoc est verum.—*Louyere* al autre jour apres vint e dyt com avant ke yl aveit grante le vocher en court &c. en teysant, e ren deyt encontre fors ke cely ke yl vocha fut deinz age, e pout adunke aver chalange sy yl vousit, e ne fit nent; jugement si &c. ut prius.—*Howard.* A coe ne poez avenyr; ke vus avez plede plus haut e plus avaunt, par la ou nus dioms, e par Statut,[2] ke cely par ky fet vus vochet ne fut unkes seisi issi &c., e tendimes averrement, par la futes vus atravers a nus e weyvates coe ke vus aviez avant dyt; jugement sy ore pussent avenir.—*Spigornel.* Nus le weyvames nent; me tot coe ke nus deymes

A.D. 1292.

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[1] Originally "prus." The corrector has altered it to "pries."

[2] 3 Ed. I. c. 40.

A.D. 1292. that we said was in aid of our first plea and to sustain our voucher; and thus we have not waived it. Judgment, as before.—*Howard.* And we pray judgment if you ought to get to that, since you have pleaded higher up and have waived the other.—And it was adjudged that he could not.—The INQUEST came and said that Henry le Nunchamp was seised &c.—*Spigornel.* Judgment of the writ.—*Kynge.* The voucher shall stand.

Quo Warranto.

§ Our lord the King brought three Quo Warrantos against Sir John Giffard. One was by what warrant he claimed to hold pleas of the Crown in his manor of C. The second was by what warrant he claimed to hold pleas "de vetito namio" in the same manor. The third was by what warrant he claimed to have warren in his demesne lands of such a place.—*Spigornel* (for John). Sir, whereas the King brings a writ against my lord Sir John, and demands &c. to hold pleas of the Crown and pleas "de vetito namio" &c., Sir, we tell you that John holds the manor of C. by the curtesy of England, to which manor these franchises are appendant; and the fee &c. repose in the persons of Margaret de Lacy countess of Lincoln and such an one, who are of full age, and such an one and such an one, who are under age; and we pray aid of them.—*Louther.* You ought not to have aid; for it is your own tort and committed by you.—*Spigornel.* Sir, my lord Sir John found such an one, his wife, seised of these franchises, and after her death he continued the estate which his wife had, as one holding by the law of England, and not of his own tort; ready &c.—*Louther.* Sir, a thing which is once appurtenant to the Crown &c. can never be severed from the Crown without a special grant from the King or his ancestors; but they put forward no specialty: therefore we pray judgment.—*Spigornel.* We have nothing except for the term of our life; and

coe fut en eide de nostre primer dyt pur sostener nostre vocher; e issy ne le avum pas weive. Jugement com avant.—*Houard.* E nus jugement sy vus devez avenyr, desicom vus avez plede plus haut e weive le autre. Judicium quod non.—LENQUESTE vint e dyst ke Henri le Nunchamp fut seisi &c.—*Spigornel.* Jugement deu bref.—*Keynge.* Le vocher esterra. A.D. 1292.

§ Nostre seynur le Roy porta treis quo warrentos ver Sire Jon Giffard. Un fut par queu garrant yl clama tenyr play de la coroune en son maner de C. Lautre fut par queuy garrant yl clama tenyr play de ve de nam en meme le maner. La terce fut par queu garrant yl clama aver garreyne en coe demene teres de tel leu.—*Spigornel* (pur Jon). Sire, la ou le Roy porte bref ver mon seinur Sire Jon, e demande &c. tenyr play de la coroune e play de ve de nam &c., Sire, nus vus diom ke Jon si en tent la maner de C. par la cortesye de Engleterre, a quey maner cele franchise est apendant; e le fee &c. repose en la persone Katereyne[1] de Lacy Cuntesse de H. e en une tele, ke sunt de age, e une tele e tele ke sunt deynz age &c.; e priom eyde de eus.—*Louyere.* Eide ne devez aver; ke coe est vostre tort demene e par vus commensse.—*Spigornel.* Sire, mon seynur Sire Jon trova une tele sa femme seisie de cele franchice, e apres sa mort continua le estat ke sa femme aveit com cely ke teint par la ley de Engleterre, e nent de son tort demene; prest &c.—*Louyere.* Sire, chosse ke est une feez apurtenant a la coroune &c. e ne put jammes estre descevery de la coroune sanz espesyal fet deu Roy ou de ces ancestres; e eus ne mostrent avant nule espessyalte: demandoms jugement. — *Spigornel.* Nus ne avum rens sy nun a terme de vie; e le fee e le dreit &c.; juge- Quo Warrento.

[1] Should be "Margarete de L. cuntesse de Nicole."

A.D. 1292. the fee and the right &c.: judgment if without those in whom &c. we ought to answer concerning anything which touches the Right.—*Louther.* Sir, he has held pleas &c., as before, of his own tort; and if it be found that he has not, we pray judgment, inasmuch as he shews no specialty from the King &c., if he can claim such a franchise. (Note, by B., that the King is prerogative.)—*Spigornel.* That we found our wife seised we will aver. And as to the other point we will abide your decision.—BEREWIKE. What do you answer as to the warren?—*Spigornel* put forward as his warrant a charter of King Edward, which stated that the King had granted to him warren in his demesne lands.—*Louther.* Sir, we tell you, on behalf of the King, that for five years before the date of the warrant which he puts forward he kept a warren in his demesne lands by force, and took the greyhounds of such an one and such an one, and bailed them on gage; and moreover he has kept a warren in the lands of his free tenants, in excess of what his warrant allows; judgment for the King.—But he did not offer any averment on the King's behalf, because the King is prerogative.—*Spigornel* (for John). Sir, whereas our Lord the King brings a writ against us, and asks by what warrant we claim warren in our demesne lands, we have answered that it is by such warrant as we have produced; and we do not think that we are bound to answer of any other thing whereof the King's writ does not make mention.—*Louther.* Our Lord the King is prerogative, and ought to be answered in this case as well without a writ as with a writ; and we pray judgment if he ought not to answer.—BEREWIKE. We tell you, by way of judgment, that you must answer.—*Spigornel.* Never did we keep a warren before obtaining our warrant, or in the lands of our free men out of the limits of our warren, ready &c.—Therefore to the Inquest as to that and the other matter.

ment si sanz eus en ky &c. de nule chosse ke est en le dreit devum respundre.—*Louyere.* Syre, yl ad tenu play &c., ut prius, de son tort demene ; e si trove seyt ke nun, demandom jugement, desicom yl ne mustre nul espessialte deu Roy &c., sy tele franchise pusse clamer. Nota par B. ke le Roy est prerogatyf.—*Spigornel.* Ke nus trovames nostre femme seisie nus volom averrer. E qant al autre nus volum demorer a voz jugementz.—BEREWIKE. Quey responet vus a garreyne ?—*Spigornel* bota avant son garrant, la chartre le Roy Edward, en la quele ful contenu ke le Roy luy aveyt grante garrenne en coe demene terres.—*Louyere.* Sire, nus vus diom, pur le Roy, ke yl teint garreyne en coe demeyne teres par force .v. anz devant la date de son garrant ke yl met avant, e prit les leveres cely e cely, e les degaga : e estre coe, sy ad yl tenu garreyne en le terres de sey franc tenanz, outre coe ke son garrant veut ; jugement pur le Roy. Mes yl ne tendy nul averement pur le Roy, pur coe ke le Roy sy est prerogatyf.—*Spigornel* (pur Jon). Sire, la ou nostre seynur le Roy porte bref ver nus, e demande par queu garrand nus clamom garreyne en noz demene teres, si avum nus respundu ke par teu garrant ke nus avum avant mis ; e ne entendum pas ke de autre chose devum respundre dunt le bref le Roy ne fet nul mencion.—*Louyere.* Nostre seynur le Roy est prerogatyf, e deyt estre respundu en coe cas aussy sanz bref cum od bref ; e demandom jugement syl ne deive [1] respundre.—BEREWIKE. Nus vus diom par agard ke vus responet.—*Spigornel.* Ke unkes ne tenymes garreyne avant nostre garrant purchace, ne en le terres noz [2] franc homes outre nostre garrenne [3] prest &c.—Ideo ad hoc et de alio ad inquicionem.

A.D. 1292.

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[1] MS. sy nus devum.

[2] MS. voz.

[3] Originally written "garre"; the corrector not long afterwards added "nne" at the top ; but it seems that "garrant" is the proper word. See the last speech but one of Louther.

A.D. 1292. Note. Note that, a man who commits a felony for which &c., obtains an estate, if he survive his ancestor of whose seisin the writ of possession is brought, although he was not ever seised of the tenements demanded against the tenant.

Formedon. § Richard Daniel, an infant under age, brought a writ of Formedon against Richard de Bere &c., by reason that one John le Seculer gave so much land &c. to John Daniel his father and Alice Daniel his mother and the heirs of their two bodies begotten; and said that John Daniel his father and Alice his mother were seised in their demesne as of fee and of right, and which land &c. ought to descend to him as son and heir of their bodies begotten, by virtue of the form &c.—*Spigornel.* Sir, Richard Daniel is an infant under age; judgment if he ought to be answered in this writ of Right.—*Louther.* Sir, his demand arises entirely by the form of the gift, by reason that the tenements were given &c.; and so he is a purchaser; judgment if of his [estate by] purchase he ought not to be answered.—*Spigornel.* Sir, supposing that he ought of right to be answered, and we were to tell you that John le Seculer enfeoffed John his father and Alice his mother in fee simple, without any condition, and that were found to be so, he would be for ever barred from his demand; whereas he is under age; so we pray judgment if he be answerable.—*Louther.* Sir, after the gift was made to John our father and Alice our mother &c., John and Alice had only a freehold before they had issue; and the fee and the right continuously remained in the person of the donor until they had issue; and immediately thereafter, the fee and the right began to be in the person of the issue, and were drawn out of the person of the donor; and then for the first time the issue became a purchaser together with the others. And since he became a purchaser under age, judgment if he ought not to be answered although he be

§ Nota ke home ke fet felunnye pur la quele &c. estent estat, sy yl survive son ancestre de ky seisine le bref de possession est porte, tot ne fut yl unkes seisi des tenements demandez vers le tenant. A.D. 1292. Nota.

§ Ricard Daniel, un enfant deinz age, porta bref de forme de doun ver Ricard de Bere &c., par la resone ke un Jon le Seculer dona taunt de terre &c. a Jon Danyel son pere e Alice sa mere e a les heyrs de lur deus cors engendrez; e dyst ke Jon Daniel son pere e Alice sa mere furent seisi en lour demene cum de fee e de dreit, la quele terre &c. a ly deit dessendre, cum a fyz e heir de lour cors engendrez, par la fourme &c.—*Spigornel.* Sire, Ricard Daniel est un enfant de deynz age; jugement sy yl deyt estre respundu en cety bref de dreit.—*Louyere.* Sire, sa demande sy est tot par la fourme de doun, par la resone ke les tenements furunt dones &c.; e issy est yl purchasour. Jugement si de son purchas ne deyve estre respundu.—*Spigornel.* Syre, si yl dust ore en dreit estre respundu, e nus dioms ke Jon le Seculer enfeffa Jon son pere e Alice sa mere symplement, e[1] sans condicion, e coe fut ateint, sy serreit yl forbarre de sa demande a touz jours, par la ou yl est deynz age; dunt demandom jugement sy yl seit responable.—*Louyere.* Syre, apres coe ke le dun fut fet a Jon nostre pere e Alice nostre mere &c., sy ne aveyent Jon e Alice ke franc tenement devant ke yl aveyent engendrure, mes tote vers le fee e le dreit demora en la persone le doneour jekes atant ke yl aveyent issue; e dunke meintenant sy comensa le fee e le dreit estre en la persone le issue, e ors de la persone le doneour; e adunke a deprimes sy fut yl purchasour ensemblement od les autres. E desicom yl fut purchasour de deynz age, jugement sy yl ne serra re- Secundum formam donationis.

[1] MS. ces.

A.D. 1292. under age.—*Spigornel.* Sir, in this matter we are advised that in respect of his purchase he ought not to be answered ; by reason that in his count he says that his ancestors were seised as of fee and of right, and that [the tenements] afterwards descended through them to him as son and heir; and thus he demands an estate by descent rather than one by purchase.—*Louther.* His title arises by the form of the gift ; and although the count states that the ancestors were seised as of fee and of right, and that it ought to descend to him as son and heir, that is to be understood of the form of the gift ; and our count, towards the end, states this: thus, his demand is wholly by reason of an estate by purchase by virtue of the form &c., and not by heritable descent. Judgment, as before.—*Spigornel.* He can not demand anything except on the seisin of his ancestors descending to him as &c. ; for if they had not existed, he could not now demand anything; and inasmuch as he does not demand anything unless as descending through them to him &c., we are advised that he demands it by descent and not by purchase. Judgment.—*Howard.* If his father and mother were now alive, and were impleaded in respect of these tenements, and were to say that the tenements were given to them and the heirs of their bodies begotten, and that they had a son named William begotten between them, and who was a purchaser equally with them who were in possession, and were to pray aid of him,—would they delay the plea until their issue should come of age? No, by God. Why then, in this case?—BEREWIKE. In this case our companions think that because he is very nearly of age, to wit twenty years of age, he is of an age sufficient to be answered. Therefore answer; for this is somewhat a possessory writ. But I think that if he had been ten or twelve years old or thereabouts, he ought not to have been answered.

spundu de deinz age.—*Spigornel.* Sire, a nus est aviz A.D. 1292.
par de sa ky yl ne deit estre respundu cum de son purchas, par la resone ke en son cunte sy dist ky ces ancestres furent seisi cum de fee e de dreit, e pus descendy a ly par mi eus a ly com a fiz e heir, e issi demande yl plus par desente &c. ke yl ne fet cum son purchas. —*Louyere.* La cause de son title si est la fourme de doun; e tot veyle le cunte ke les ancestres furent seisi cum de fee e de dreit, e ke a ly deyt dessendre cum a fiz e heyr, coe est a entendre par la fourme de doun, e coe veut nostre[1] cunte en la fin; par quey sa demande sy est tot par la resone de le purchas par la fourme &c., e nent par descente de heritage. Jugement cum avaunt. —*Spigornel.* Yl ne put ren demander sy nun de la seisine ses ancestres descendant a ly cum &c.; kar si eus ne usent este, ren ne pout yl ore demander; e de sycum yl ne demande rens si nun par my eus descendant a ly &c., aviz &c. ke yl le demande par descente e nent com son purchas. Jugement.—*Houuard.* Si son pere e sa mere fusent ore en pleyne vye, e fussent de ces tenements enpledez, e deisent ke les tenements furent dones a eus e a lour heyrs de lour cors engendrez, e ke yl aveyent un fiiz Villem issi de eus, ke fut aussi haut en le purchas cum eus ke sunt deinz, e prierunt eyde de ly, targerunt le play jekes al age lur issue? par dy, nanil. Pur quey dunke en coe cas?—Berewike. Noz compaynuns ensenblement par de sa, por se ke yl est proximus ætati, scilicet .xx. annorum, ke yl est assez de age de estre respundu; e pur coe responez: ke coe est un bref aukes de possession. Mes joe crey sy yl ut este de .x. anz ou de .xii., ou de taunt, ke yl ne devereit nent aver este respundu.

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[1] MS. vostre.

A.D. 1292. Replegiari. § A lady complained by bill of Richard de Baskervyle, saying that he had tortiously taken her beasts &c.—Richard avowed the taking to be good &c., by reason that he found the lady's beasts feeding in his heritage and his pasture in his wood at such place; and so &c.—*Spigornel.* Sir, wrongfully he avows the taking to be good &c., by reason that he found the lady's beasts &c. as above; for we tell you that this same Richard did, after the death of his brother, endow this lady of the entirety of the manor of Panesore, and of the third part of the wood which is appurtenant to the manor. Afterwards, this same Richard and the lady made an arrangement whereby he granted to the lady the herbage and the pasture of the other two parts of the aforesaid wood, reserving to himself the pannage and the right of cutting and selling the wood &c., and by this deed; — and he put forward a writing indented;—and we pray judgment if, in opposition to the deed, he can avow the distress.—*Howard.* The writing says "by way of dower." Do you claim to be endowed at common law or by the specialty here produced? Say one way or the other, and we will answer you.—In other words, If you claim to be endowed according to common law you can not demand more than one third part of the wood, in accordance with the mode in which you were endowed after the death of your husband: but if you claim by the specialty, then you can not demand more than what is specified in the writing.—BEREWIKE. The lady tells you that she was endowed of the manor of Panesore together with the third part of the aforesaid wood; and that afterwards Richard granted to the lady, by his deed there, the right to have the herbage and the pasture as well in the other two parts as in the third part. Admit or deny the deed: you must begin by that.—*Howard.* The deed says "by way of dower." And he rehearsed the deed; and then said that she

§ Une dame se pleynt par bile de Ricard de Baskerevyle ke atort aveyt pris ces avers &c. — Ricard auvowa la prise bone &c., par la resone ke yl trova les avers la dame pessant son heritage e sa pasture en son boys de tel leu ; e issi &c.—*Spigornel.* Sire, atort avoue yl la prise bone &c., par la resone ke yl trova les avers la dame &c. ut supra; ke nus vus diom ke memes cety Ricard dowa cete dame, apres la mort son frere, de le maner de Panesore enterement, e de la terce partie de le boys, ke est aportenant al maner. Pus apres convynt entre memes ceti Ricard e la dame, issi ke yl granta a la dame le herbage e la pasture de les deuz partieez de le boys avant dyst, save a ly panage e couper, e ke yl pout vendre de le boys &c., e par coe fet; e bota avant un escrist endente; e demandom jugement si encontre le fet pusse destresse avower.—*Howard.* Le escrit veut "nomine dotis." Le quel clamez vus estre dowe, solom la comune ley ou par cel espesial fet ke la est? distes un ou autre, e nus vus respundrum: quasi[1] dicat, si vus clamez estre dowe solom la comune ley, vus ne poez plus demander fors la terce partye del boys, solom coe ke vus futes dowe apres la mort vostre barun. E si par espesial fet, dunke ne poez demander outre coe ke neyt contenu en le escrist.—BEREWIKE. La dame vus dyt ke ele fut dowe del maner de Panesore ensemblement od la terce partye de le boys avant dite, e pus apres Ricard granta a la dame, par son fet ke la est, de aver le herbage e la pasture assi ben en les deus partyez cum en la terce partye. Grantet le fet ou dedites le; ke par la devez commencer.—*Howard.* Le fet veut "nomine dotis;" e rehersa; e dyt ke ele ne

A.D. 1292. Replegiari.

[1] MS. si.

A.D. 1292. could not claim to be endowed both by the common law and by the specialty, but only by one or by the other. Let her say by which; and we will answer.—BEREWIKE. Admit or deny this deed.—*Howard.* Sir, we admit it, with the explanation of it which we will give. Sir, after the deed was executed to the lady, she, by another deed, granted to my father that it should be lawful for him to sever the two parts of the land, and to enclose those two parts, so that the lady should have no interest in those two parts. Richard's father died. Richard was under age and in ward. Then came the lady's bailiff, and took the deed, which the lady had executed to my father, out of the hands of my guardian, and tore it up; and this we will aver.—*Spigornel.* You ought not to get to that; for we have put forward a deed which you have admitted; and you have nothing in hand which testifies the truth of your statement; judgment of your avowry.—BEREWIKE. The lady committed no tort, even if her bailiff did as you have stated; but it was the bailiff who committed the tort; and your action against the lady's bailiff is saved.—*Howard.* The bailiff is dead. And, on the other hand, we tell you (for the information of the Court) that the fact was so.—*Spigornel.* We have put forward a deed which is admitted in Court; and you have nothing in hand to certify the Court of the truth of your statement, but only make an assertion; judgment as of undefended.—JOHN DE LYTHEGRENES. Answer over.—*Howard.* We will imparl. And he came back and said that the lady's bailiff took the writing out of the hands of his guardian, and tore it up by the command of the lady; ready &c.—*Spigornel.* You shall never get to that. Sir, we have put forward in Court a deed which is admitted, and he has nothing in hand &c. as last above.—BEREWIKE. Does either side wish to say anything more?—Both

pout pas clamer de estre doue par la comune ley e par A.D. 1292.
le espessial fet, mes par le un ou par lautre. Die par quel de deuz, e nus respundrom.—BEREWIKE. Grantez coe fet ou dedites.—*Howard.* Sire, nus le grantum en la fourme ke nus vus dirrom. Syre, apres ke coe fet fut fet a la dame, granta a mun pere par un autre fet especial ke lirreyt a ly de seyverer les deuz partyez de la terre e de enclore les deuz partyes, issy ke la dame ne avereyt rens en les deuz partyes. Le pere Ricard morut. Ricard fut de deynz age e en garde. La vint le serjant la dame, e prit le fet ke la dame aveit fet a mun pere ors de la mein mun gardein, e le debrusa; e coe volum averrer. — *Spigornel.* A coe ne devez avenyr; ke nus avum mis avant un fet ke vus avez grante; e vus ne avez ren en poyn ke temeine vostre dyt. Jugement de vostre avowerie.—BEREWIKE. La dame ne fit nul tort, tot ut son baylyf coe fet sicom vus avez dyst; mes issy fut le baylyf [ke] fit le tort, e par la avez vus vostre accion save ver le serjant la dame.—*Howard.* Le serjant est mort. E de autre part, nus vus diom cel pur sertefier la curt ke le fet fut ycel.—*Spigornel.* Nus avum mis avant fet ke est conu en court; e vus avez ren en poyn pur asserter la Court de vostre dyst for vent. Jugement cum de nun defendu.—JON DE LETEGRENIS. Responez outre.—*Howard.* Nus enparlerum. E vint e dyst ke le serjant la dame prit lescrit ors de la mein son gardein, e le debrusa par commandement la dame, prest &c.—*Spigornel.* Vus ne avendrez jammes. Sire, nus avum mis avant fet en court ke est conu, e yl ne ad ren en poyn &c., ut supra proximo.—BEREWIKE. Volez plus dire de un part ou de autre?—Yl disseyent

A.D. 1292. sides answered in the negative, and asked for judgment.—It was adjudged that the defendant was undefended, and that the plaintiff should recover damages and his beasts.

Note that in this plea *Howard* prayed a view of the writing for Richard Baskervile, and dared not look at the contents but only at the seal outside.

Note. § Note, if one vouch another to warranty, and the vouchee ask by what, and the vouchor say that the vouchee's ancestor enfeoffed him of the tenements, now demanded against him, by a good charter, and bound himself his heirs and assigns for ever to warranty, and say that the charter was burned &c., and that he is ready to aver that there was such a charter,—he shall be received to the averment, because he is tenant of the tenements demanded against him. So it seems that he ought to have been received in the last preceding case.

Debt. § One Adam brought a writ of Debt against B., and demanded from him, both by his writ and his count, eleven marks and nine shillings and eightpence.—*B.* Sir, by his writ and his count he demands from us eleven marks nine shillings and eightpence; and in the writing obligatory, by virtue of which he demands this debt, only ten marks are mentioned: judgment of the variance between the writ and the count and the writing obligatory.—*Tiltone.* As to the ten marks, we have the writing &c.; and as to the remainder we have good suit: answer.—*B.* prayed judgment, as before.—It was adjudged that as to the ten marks mentioned in the writing he should answer to the writing, and that as to the remainder he should answer to the suit. And he did so.—But the decision seems bad. It would seem that in this case the writ ought to have been quashed: and this is the truth.

ke nun; e demanderunt jugement de une part e de autre. Jugement ke yl fut nun defendu, e recovera ces damages e ces avers. A.D. 1292.

Nota en coe play *Houard* demanda la vewe de le escrit pur Ricard Baskervile, e ne ossa poynt veer le escrit de deinz, fors le scel tantum de ors. Nota.

§ Nota, si un home vouche a garrantie un autre, e lautre demanda par quey, e yl dye ke son ancestre ly enfeffa de ses tenements ke ore sunt demandez ver ly par bone chartre, e obliga ly e ces heyrs a garrantie, ly e ces heyrs e ces assignz a touz jours, e die ke la chartre fut ars &c., e prest seyt de averrer ke yl ly avoyt une tele chartre, yl serra ressu a la lenverrement, por coe ke yl est tenant des tenements demandez ver ly. Ita videtur quod esse deberet in proximo placito supra. Nota.

§ Un Adam porta bref de dette ver B., e ly demanda .xi. mars e .ix. souz e .viii. deners par bref e par bouche.—*B.* Sire, yl nus demande par bref e par bouche .xi. mars e .ix. souz e .viii. deners; e en le escrit obligatore, par quel escrit yl demande cest dette, ne sunt contenuz ke .x. mars: jugement de la variance par entre le bref e le cunte e le escrit obligatore.—*Tiltone.* Qant a les .x. mars, si avum nus escrit &c.; e qant a la remenant si avum nus seute bone; responet.—*B.* demanda jugement, ut prius.—Fut agarde ke yl respundreit a le escrit de le .x. mars contenuz en le escrit, e qant a la remenant ke yl respundreit a sa seute.—Et fecit. Et male, ut videtur; quia ut videtur breve deberet quassari in hoc casu de jure: et hoc est veritas. Dette.

A.D. 1292 § One Adam demanded a debt by tally and offered suit. — *Tiltone.* Sir, we do not think that he ought to be answered on a bit of wood like that, without writing.—KAVE. Answer.—*Tilton* waived his first objection and said to his client, If we abide judgment, and he adjudge that the plaintiff is to be answered, you will be in the position of undefended.—And then he prayed that the suit might be examined: and it was found that there was no suit.—*Tilton* prayed judgment if he ought to be answered, inasmuch as he offered suit and then failed to produce it.—*Adam.* What answer you to the tally?—*Tilton* prayed judgment, as before.

§ Note, that one shall not be answered on a tally, without suit.

§ Note that by Law Merchant one can not wage his law against a tally; but if he deny the tally, the plaintiff must prove the tally.

Right. § Our Lord the King brought a writ of Right against E. le Mortimer and Joan his wife: and *Tiltone* said thus—Showeth unto you our Lord the King, by Hugh de Louther his serjeant who is here &c. And at first he said thus, If he will deny, ready, on behalf of the King, to aver. And he counted of the seisin of King Henry, father of King Richard.—*Spigornel.* Sir, he counts of a time beyond the time limited for a writ of Right; judgment &c.—*Louther.* The King is prerogative; so no prescription of time runs against him. —*Spigornel.* Sir, we pray that our challenge may be entered: and we tell you that, whereas the King demands the manor of C. with the appurtenances against E. and Joan his wife, they do not hold all of the subject of his demand: for the Prior of E. holds the advowson which is appurtenant.—BEREWIKE. Answer as to the remainder whereof you are tenant.—*Spigornel* denied tort and force, and freely admitted the right and the

§ Un Adam demanda une dette par tayle, e tendy seute. — *Tiltone.* Sire, ne entendum pas ke yl deit estre respundu a un fuselet la, sanz escrit.—KAVE. Responez. — *Tiltone* weyva son primer dyt, e dyst a son client,[1] sy nus demorum en jugement e yl agardat ke yl serreit respundu sanz escrit, vus serriez nun deffendu. E pus demanda ke sa sute fut examine; dunke naveyt y nule seute.—*Tiltone* demanda jugement, desycom yl tendy seute e faut de son tendre, sy yl deyt estre respundu.—*Adam.* Quey responez vus a la tayle?—*Tiltone* demanda jugement cum avant. A.D. 1292.

§ Nota ke home ne serra nent respundu a tyle sanz seute. Nota.

§ Nota par la ley marchande home ne se put nent alayer encontre la tayle; mes sy yl dedye la tayle yl provera sa tayle.

§ Nostre seynur le Roy porta bref de dreit ver E. le Mortimer e Jone sa femme, e dyst yssy.[2]—*Tyltone.* Coe vus mustre nostre seynur le Roy par Heue de Lowyere son serjant ke cy[3] est &c. E. puis sy dist il issi, si il le veut dedire, prest de averrer pur le Roy. E cunta de la seisine le Roy Henri pere le Roy Ricard. — *Spigornel.* Sire, yl cunte outre le limitacion de bref de dreit; jugement &c.—*Louyere.* Le Roy est prerogatif; par quey nul prescripcion de tens ne court encontre ly.—*Spigornel.* Syre, nus priom ke nostre chalange seit entre; e vus diom ke la ou le Roy demande le maner de C. od les aportenances ver E. e Jone sa femme, nus vus diom ke yl ne tenent poynt tot sa demande: kar le priour de E. sy teynt la voweson ke est aportenant.—BEREWIKE. Responez del autre dunt vus estes tenant.—*Spigornel* defendi tort e force, e ben reconust le dreit e la seisine Henri Dreit.

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[1] MS. silent.

[2] MS. Mortimer e dyst yssy ke Jone sa femme.

[3] MS. mort.

A.D. 1292. seisin of Henry his ancestor, descending to King Richard as son, which King Richard rendered the tenements now in demand and granted them to one Henry, the lady's ancestor, as his right: and that from Henry, the lady's ancestor, because he died without heir of his body, they descended to W. as brother, to which W. King John allowed and confirmed the deed of his brother Richard: that from W. they descended to Maud as daughter; and from Maud to Joan, the present tenant, as daughter. So E. de Mortimer and Joan his wife &c. deny tort and force, and freely admit the right and the seisin of King Henry his ancestor of whose &c., descending to Richard as son, which King Richard rendered and granted the tenement now demanded to one Henry de C., ancestor of the lady, as his right; that from Henry, because &c., to W. as brother, whose estate, he being in seisin, King John allowed and confirmed; from W. to Maud as daughter; from Maud to Joan, the present tenant, as daughter; and they put themselves on God and on the Inquest in form of the Great Assize of our Lord the King, whether they have better right to hold the manor of C., with the appurtenances, except the advowson of the church, as the right of Joan, by virtue of the grant and render of King Richard made to H. de C., the lady's ancestor, and the grant and confirmation made by King John to W. the lady's grandfather, as they hold, or our lord the King to have it as he demands. And see here the deed of King Richard, and the deed of King John. —*Louther.* Judgment of this mise: for they have admitted the right and the seisin of our ancestor King Henry descending to King Richard as son; and they say that King Richard rendered the manor now demanded with the appurtenances to one Henry, the lady's ancestor, as his right; thereby supposing that Henry the ancestor had right previously to King Henry: consequently we pray judgment of this mise,

son ancestre descendant au Roy Ricard cum a fiz, le quele Roy Ricard rendy les tenements ore demandez, e granta a un Henri, ancestre la dame, cum son dreit; de Henri le ancestre la dame, pur coe ky yl morut sanz heyr de son cors, descenderent a W. cum a frere, a quel W. le Roy Jon granta e conferma le fet Ricard son frere : de W. a Maud cum a file, de Maud a Jone, ke ore tynt, com a file. Dunt E. de M. e Jone sa femme &c. deffendent tort e force, e ben reconussent le dreit e la seisine Henri son ancestre de ky &c. le Roy, dessendant a Ricard cum a fiz; le queu Roy Ricard rendi e grantta le tenement ore demande a un Henry de C. ancestre la dame cum son dreit; de Henri, pur coe &c., a W. cum a frere, ke estat le Roy Jon granta e conferma en sa seisine; de W. a Maud cum a file; de Maud a Jone ke ore tint cum a file; e se mettent en deu e en enqueste, en fourme de grant assise nostre seynur le Roy, le quel yl unt maur dreit a tenyr le manir de C. od les aportenances, save la vowerie de le esglice cum le dreit Jone par le render e le grant le Roy Ricard fet a H. de C. ancestre la dame, e par le grant e le conffermement le Roy Jon fet a W. ael la dama sicom yl tenent, ou nostre seynur le Roy a aver sycom[1] yl demande. E veez yssy le fet le Roy Ricard, e le fet le Roy Jon.—*Louyere.* Jugement de sete mise; ke yl unt grante le dreit e la seisine nostre ancestre le Roy Henri, descendant a le Roy Ricard cum a fiz, e diunt ke le Roy Ricard rendy le manere ore demande od les aportinences a un Henry, ancestre la dame, cum son dreit: par quey yl supposount ke Henry le ancestre aveit dreit avant le Roy Henri; dunt deman- A.D. 1292.

[1] MS. sy.

A.D. 1292. unless they can shew that Henry the ancestor had, as they have supposed, right previously to King Henry father of King Richard. And on the other hand, it is not the proper form of the mise to admit the right of the ancestor of the demandant, on whose right he (the demandant) intends to recover the subject of his demand.—*Spigornel.* Judgment if the mise be not sufficiently good.—It was adjudged to be good.

Note, that no one can challenge the descent, in opposition to the King; not even in a writ of Right.

Writ of Right.

§ Robert de Val brought a writ of Right against Sir Edmund le Mortimer for so much &c.—*Spigornel,* on behalf of the tenant, denied tort and force and the right &c. And on behalf of his lord, the Earl of Hereford, he demanded his lord's Court. And he said, Sir, by the terms of the Great Charter no writ of Right is to be pleaded in the King's Court, so as to deprive the lord of his Court: and this writ never came into our Court: therefore see here the Earl's bailiff who demands his lord's Court.—*Howard.* The plea has come into this Court out of the County Court, by Pone: so you find a good process in this plea; and you have a good warrant for you to determine this plea. Judgment if he ought not to answer.—BEREWIKE. How did the plea come into the County Court? Was the original writ delivered to the Sheriff in the first instance? I think not.—*Spigornel* prayed, on behalf of his lord, that his challenge might be entered on the Roll; and he said that thereby he would annul all that should take place.—*Kynge* prayed the View. And he had it.—On the next day, after the View, *Spigornel* made a challenge on behalf of his lord's Court, and prayed that his challenge might be entered on the Roll. —*Kynge* denied Robert's right, and prayed oyer of the writ.—*Howard.* You had the View; therefore &c.—*Louther.* You assert what you wish: this is a writ of

dom jugement de ceste mise, sy yl ne pussent mustrer ke Henry le ancestre aveit dreit devant le Roy Henri, pere le Roy Ricard, sicom yl supposent. E de autre part, coe neit nule fourrme de mise e de granter le dreit le ancestre le demandant de ky dreit yl bye recoveryr sa demande.—*Spigornel.* Jugement si la mise ne seit assez bone.—Judicium quod sic. A.D. 1292.

Nota ke nul home ne put chalanger la descente encontre le Roy, tot seyt coe en un bref de dreit.

§ Robert de Val porta bref de dreit ver Sire Edmund le Mortimer de tanto &c.—*Spigornel* defendi tort e force e le dreit pur la partye. E pur son seynur le Cunte de Hereford demanda la court son seynur; e dyt, Sire par la grande chartre nul bref de dreit serra plede en la Court le Roy a tolyr a chef seynur sa cort; e coe bref unkes ne vint en nostre court: par quey veet issy le baylif le Cunte ke demant la court son seynur.—*Houard.* La parole est venuz seynz par pone hors de conte; par quey vus trovez bon proces de play: e vus avez bon garrant pur vus pur coe play determiner. Jugement si il ne deit respundre.—Berewike. Coment vint le parole en conte? fut le bref original bayle a le viconte a deprimes? Joe crey ke nun.—*Spigornel* pria ke son chalange fut entre en roule pur son seynur; e dyt ke par tant yl anentereit tot coe ke serreit fet.—*Kynge* demanda la vewe; e aveit.—Al autre jour apres la vewe, *Spigornel* chalanga la court son seynur, e pria ke son chalange fut entre en Roule.—*Kynge* defendy le dreit Robert, e demanda le bref oyer.—*Houard.* Vus avez heu la vewe; par quei &c.—*Lowyere.* Vus distes vostre talent; coe Bref de Dreit.

A.D. 1292. Right, in which writ there may be oyer of the writ as well after the View as before.—And he had it. And then he prayed oyer of the Pone.—*Howard.* I never saw that, in a writ of Right, after the View.—He had it nevertheless.—*Kynge.* Sir, the wife of my lord Sir Edmund is named jointly with him in this charter, and she is not named &c. Judgment &c.—*Howard.* Sir, that charter does not purport to be a feoffment, but only a grant and confirmation; now a confirmation is always made of something in the seisin of another person; therefore he can not say that this is a feoffment. Judgment if he ought not to answer.—*Kynge.* We can not answer without the lady; that would be to the prejudice of the lady. Judgment if without her &c. —*Howard.* A confirmation does no more than a quit-claim; but if the King had made a quit-claim to you and your wife, you being in seisin, you should nevertheless answer without your wife: so in this case. Judgment, as before.—And they went to judgment.—BEREWYKE. Keep your days at the octaves of St. Michael at Shrewsbury.—*Howard.* With pleasure, Sir. —*Louther* (for Sir Edmund le Mortimer). Sir John, if this be not enough, we will give a sufficient answer. Did you think to win the land so easily? (Note, if Louther had not said that, and the Judge had ordered him to answer, he would have lost the land, for himself &c.)—The writ was quashed.

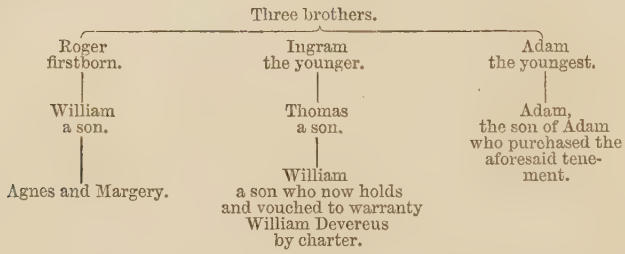
§ Adam the purchaser enfeoffed his two daughters of the same tenement; and afterwards came William the son of Thomas, and tortiously ejected them, and, as next heir to Adam, he vouched to warranty, of his own tort, William Devereus. And the daughters of Adam, by John de Sapilur their guardian brought the Novel Disseisin against William the son of Thomas. And before they brought the Novel Disseisin another person brought a writ of Mordancester against William

est un bref de dreit, en queu bref yl avera oye deu bref ausy ben apres la vewe com devant. Et habuit. E pus yl demanda oye del pone.—*Howard.* Coe ne age pas veu, en bref de dreit, apres la vewe. — Habuit tamen.—*Kynge.* Sire, la femme mun Sire Edmund est joint ove ly en cete chartre, nent nome &c. Jugement &c.—*Howard.* Sire, cele chartre la ne veut nul feffement, mes tant soulement un grant e un conferrmement; mes confermement veut estre fet tote veyrs en autri sessine; par quey il ne put dire ke coe est feffement. Jugement si yl ne deive respundre.—*Kinge.* Nus ne poum respundre sanz la dame; ke coe sreyt prejudice a la dame. Jugement sy sanz ly &c.—*Howard.* Nent plus ne fet confermement ke ne fet quiteclamance; mes sy le Roy ut fet une quite clamance a vus e vostre femme en vostre seisine, uncore vus respundriez sanz vostre femme; aussi par de sa. Jugement, ut prius.—Et fuit ad judicium.—BEREWYKE. Agardet vos jours as utavs de la Seint Mychel a Salopesburi.—*Howard.* Sire, volunters.—*Louwyere* (pur Sire Edmund le Mortimer). Sire Jon, si coe ne suffit, nus respundrum asez: quidates de aver gayne la tere sy legerement?—Nota si *Louyere* nut dyt cel, e le Jugement[1] ut passe ke yl dut aver respundu, yl ut perdu la tere pur ly &c.—Cassatum fuit. A.D. 1292.

§ Adam le purchasour enfeffa ces deus files de meme le tenement; e pus vint Willem le fiz Thomas, e les jetta de son tort, e voucha com pluys procheyn heyr Adam a garrantie de son tort demene Villem Devereus. E le files Adam par Jon de Sapilur gardeyn porta la novele disseisine sur Willem le fiz Thomas. E devant y coe ke yl porterent la novele dysseisine, un autre porta ver Willem bref de mordancestre e recovery ver ly, pur coe ke yl fayly de son garrant.—Les enples emprit cum en blez en herbage en service des francs

[1] MS. Juge.

A.D. 1292. and recovered against him, because he failed of his warrantor.



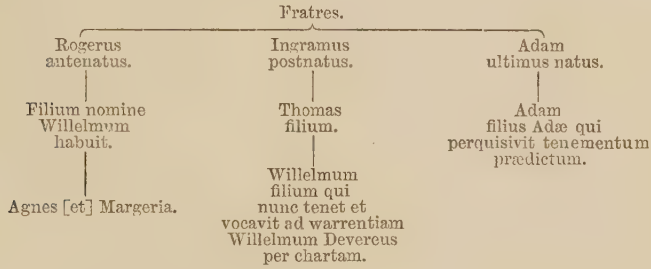
Writ of Right.

§ One brought a writ of Right against Reginald de Grey and Joan his wife, and demanded the manor of C. with the appurtenances.—*Louther* (for the King). Sir, our lord the King is demanding the said manor with the appurtenances against Sir Reginald &c.; therefore it seems to me that he (the demandant) shall not be answered and can not demand anything pending the plea between our lord the King and Sir Reginald &c.—BEREWYKE. The circumstances may be such that he shall be answered, and may be such that he shall not.—*Spigurnel* (for Reginald). Sir, he demands the manor of C. with the appurtenances against Reginald and Joan his wife. Reginald and Joan answer you that they are not fully tenants of the subject of his demand: for the Prior of C. holds the advowson of the church which is appurtenant to the said manor: judgment of the writ.—The other side prayed leave to sue out a better writ.

Recaption.

§ John de Actone and Sybil his wife brought the Recaption against Richard de Baskervyle.—*Howard* said that for the same reason as before he could not be answered; for (said he) we avow the taking to be good &c. for damage fesant; and for this reason, that if I find your beasts to-day in my several pasture damage fesant, or

e de neyfs e en couper de boys e desouz boys, en rente, en arrere de rente e en autre manere issues de maner muntant &c.[1] A.D. 1292.



§ Un home porta bref de dreit ver Reynald de Grei e Jone sa femme, e ly demanda le maner de C. od les apurtinances.—*Louyere* (pur le Roy). Syre, nostre seynur demande meme le maner od les apurtinances ver Sire Renald &c.; par quey moy est aviz ke yl ne serra nent respundu, ne ren ne put demander, pendant le play par entre nostre seynur le Roy e Sire Renald &c.—Berewyke. En tele manere put yl estre ke yl serra respundu, e en tele ke yl ne serra nent.—*Spigornel* (pur Renald). Sire, yl demande le maner de C. od les apurtenances ver Renald e Jone sa femme. Renald e Jone vus respunt ke yl ne sunt pas pleynement tenants de sa demunde; kar le prior de C. sy entent la avueson de le esglice ke est aportenant a meme le maner. Jugement deu bref. — Lautre pria conge de quere meylor bref. Bref de dreit.

§ Jon de Actone e Sybile sa femme porterunt la reprise ver Ricard de Baskervyle.—*Houard* dist ke pur meme lencheson cum avant nepout il estre [respundu]; kar nus avouum la prise bone &c. pur dammages fesanz; e par cete resone, ke si trove vos avers huy coe jour en ma several pasture damage fesanz ou en mon ble, Reprise.

[1] This fragment of a count seems out of place; and therefore is not translated.

A.D. 1292. in my corn, and I impound them, if you again drive your beasts in, may I not impound them before the termination of the plea of the taking, which may last perchance two or three years? I will impound them, please God: for otherwise this would follow, that he would dispossess me, and would feed off and destroy all my crops in the field where the first taking was made; and that would be against the law. But where the first taking is made on account of service or suit or such like thing, and he a second time takes a distress for the same services pending the plea of the taking, there the Recaption well lies: but not in this case; for this is a new trespass, and so it is not on the same account or for the like thing: we pray judgment. —BEREWIKE. One may bring the Recaption immediately after the avowry made in the first taking. Answer over.—*Howard.* That is true where the distress is not avowed for damage fesant; for that is not for the same cause as before, but is for a new trespass. Judgment, as before.—BEREWIKE. Answer. Did you take them in the same place or not, and for the same cause? you must answer on that head.—*Howard.* Not in the same place, nor for the same cause as before, ready &c.

Note: it seems to me however that in this case the Recaption for the beasts does not lie; and that it was wrongly adjudged to have been a recaption, and he was wrong in answering, by award of the Justice, as to a recaption of the beasts: because the trespass was, seemingly, new and distinct. Therefore the Justices' award was apparently erroneous,

Voucher. § One Adam vouched to warranty one W. Devereus by virtue of the deed (to wit a charter) of his ancestor, as son and next heir of Ingram his father.—*Howard.* Sir, whereas he vouches us to warranty by virtue of the charter which our ancestor made to Ingram his father, and does so as son and next heir of

e les enparke, sy vus chacez autre fez vos avers leyns, A.D. 1292.
ne le deyge pas enparker eynz ke le play de la pris seit termine, ke durra par aventure[1] deuz anz ou tres? sy fray, si deu pleit; kar autrement ensuereit ke yl moy mettereit ors de ma possession, e peytereit e destruereit[2] touz me bles ke joe usse en le chaum, la ou la primere prise fut fete; e coe serreit encontre ley. Mes la ou la primere prise est fete pur service ou seute ou teu chose, e yl preit autre feez destresse pur meme les services pendant le play de la prise, la girreit bien la reprise; e nent en coe cas; kar coe est pur novel trespas, e issi nent pur meme lencheson e de teu chose; demandom jugement.—BEREWIKE. Tant tot apres le avouement fet en la primere prise sy put home porter la reprise. Responet outre.—*Houard.* Coe [est] veirs la ou la destresse neit pas avoue pur damage fesant: kar coe neit pas pur meme lencheson cum avant, eynz est pur novel trespas. Jugement, cum avant.—BEREWIKE. Responez. Les preites vus en meme le luy ou noun, e pur meme lencheson? vus respondrez par la.—*Howard.* Nent en meme [le lu] ne pur meime lencheson cum avant, prest &c.

Nota: videtur mihi tamen quod in isto casu non Nota.
jacet recaptio averiorum, et quod male judicatur esse recaptio, et quod male respondit[3] tanquam recapcioni averiorum per rewardum justiciarii, quia transgressio fuit nova, ut videtur, et alia. Ideo rewardum fuit malum ut videtur.

§ Un Adam voche a garrantie un W. Devereus par Vocher.
le fet son ancestre par chartre com fiis e plus procheyn heyr Ingram son pere. — *Howard.* Sire, la ou yl nus voche a garrantie par la chartre ke nostre ancestre fit a Ingram son pere, e com fiz e plus procheyn heyr I.

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[1] MS. autre.
[2] MS. destreynereit.
[3] MS. redidit.

A.D. 1292. Ingram his father, Sir, as next heir of Ingram he can not vouch, by reason that he had an elder brother, W. by name, son of Ingram, which W. had a son named N., which N. had two daughters M. and Joan by name who are still alive and are nearer heirs to Ingram than he is: therefore as next heir he can not vouch us. Judgment &c. But if we were seised of his homage, and he were to vouch us in respect of the homage, that would be another thing.—*Louther.* Sir, we tell you that after the death of Ingram our father, William Devereus, as chief lord, seized our father's tenements into his hand, and afterwards restored the tenement to us as son and next heir of our father, and not in this manner, to wit, saving the rights of all persons. Judgment if he can now say that we are not next heir.—*Howard.* Where one vouches by virtue of a charter made to his ancestors, two things must concur, viz. there must be a clause of warranty, and he who vouches must be next heir. But we tell you as before, &c. as above; and this we are ready &c.—*Louther.* Adam is next heir; ready &c. —*Howard.* Ready &c. in manner as we have stated.—*Louther.* We are tenant; therefore by Statute we shall be received to this averment.—*Howard.* What you say would be correct if we were demandants: in that case, by Statute, that averment would lie against us. But we are now vouching to warranty, and are not demandants; therefore you ought not to get to that averment.—*Howard.* Ready to aver, in manner as we have stated, that he is not next heir.—And the averment stood.—THE INQUEST came and said that he was not next heir &c.

Novel Disseisin. § One Adam brought the Novel Disseisin against his elder brother. His brother said that he was never so seised that &c., and prayed the Assise.—THE ASSISE came and said that at a certain time there was one William who was tenant of that land for which he

son pere, Sire, com plus procheyn heyr I. ne put yl vocher, par la resone ke yl aveyt un eyne frere, W. par nun, le fyz Ingram, ke aveit un fiz, N., e N. aveit deuz files M. e Jone par nun ke sount uncore en pleyne vie, ke sunt plus procheyn heyr a Ingram ke yl nait; par quey cum plus procheyn heyr ne nus put yl vocher. Jugement &c. Mes si nus fuson seisi de son homage, e yl nus vochat par le homage, coe serreit autre.—*Louyre.* Sire, nus vus diom ke apres la mort Ingram nostre pere, Willem Devereus seisi les terres e le tenement mun pere en sa mein cum chef seynur, e pus apres rendi a nus le tenement cum a fiz e plus prochyn heyr mun pere, e nent en cete maner, save chekunny son dreit. Jugement sy ore pusse dire ke yl neit pas plus procheyn heir.—*Houard.* La ou un home voche par chartre fet a ses ancestres, yl covent ke yly eient deuz choses, clause de garrantie, e ke cely ke voche seit plus procheyn heir. Mes vus diom cum avant, &c. ut supra; e coe sumes nus prest &c.—*Louyere.* Ke Adam est plus procheyn heyr, prest &c. —*Howard.* Prest &c en la manere ke nus avum dist. *Louyere.* Nus sumes tenant; par quey nus serrum ressu par Statut[1] a cel averement.—*Howard.* Vus deicet ben sy nus fusum demandanz; dunke girreit cel averement encontre nus par Statut. Mes ore sumes nus voche a garrantie e nent demandants; par quey a cel averement ne deivez ateyndre.—*Howard.* Prest de averrer, en la manere ke nus avum dist, ke yl neit pas plus procheyn heyr.—Et stetit verificacio.—Vint LENQUESTE e dyst ke yl ne fu nent plus procheyn heyr &c. A.D. 1292.

§ Un Adam porta la novele disseisine ver son eyne frere. Son frere dist ke yl ne fut unkes seisi issi &c., e pria lassise.—LASSISE vint e dyst ke yl y aveit en akunt tens un Willem ke fut tenant [de] cele tere dunt Novele disseisine.

[1] 3 Ed. I. c. 40.

A.D. 1292. (Adam) brought the Assise, and who had two sons, John the elder and Walter the younger; and that in his last illness he determined to advance his younger son; and that the good man, of his own free will, caused himself to be led by the hand out of the house where he lay as far as the gate, and there had himself placed in a cart, and rode to C., and there entered the order of the black monks, and died three days afterwards. The son took seisin there, and remained in possession until his father died; and his attorney remained in possession after his father's death, until John the elder son came from L., and turned out the attorney and kept his brother out.—*Louther.* Sir, all the father's goods and likewise his wife remained in the house until his death: therefore he died seised.—THE ASSISE said that his goods were all taken out, and that his wife did not remain in the house, but went to reside in a house adjoining.—It was adjudged that he [the younger son] was disseised.

Attachment, where the Sheriff did not execute the King's command or assign the cause. Berewike.

§ William Godeknave of Hereford and several (to wit three) others brought a writ of Attachment against Henry de Solers, Sheriff of Hereford; and said that whereas the aforesaid Sheriff had taken their beasts, and they thereupon brought the Replegiari to the Sheriff, yet not for that would he execute it; whereupon they brought the "sicut alias, or signify to us "the reason why our command &c.;" but he would not execute it or signify any reason why he would not: wherefore they came and brought back the writ of Replegiari to the Coroners in order that they, for default of the Sheriff, might make the deliverance; which they did: and thus the Sheriff would not execute the King's command or signify the cause &c., tortiously and in despite of the King, incurring a penalty of ten pounds, and to the damage of the aforesaid &c. twenty

yl porte cete assise, e aveit deus fis, un Jon eyne e Water pune; talent ly prit de avancer sun pune fiz en son mal moriant, issi ke le prod home de sa bone volunte se fit amener par sa mein hors de le mes la ou yl giit, jekes a la porte, e la yl se fit mettre en une charete e chevaucha gekes a C., e yllekes prit le ordre de neyer moyne, e morut le treis jours apres. Le fiiz prit ylekes sa seisine, e leynz demora meme jekes son pere fut mort; e son atorne demora leynz apres la mort son pere une quinseyne, jekes atant ke Jon le eyne fiz vint de L., e mit ors le attorne, e tint ors son frere.—*Louyere.* Sire, touz ces bens demorerent leinz, e sa femme ensement, jekes a la mort le pere; par quey yl morut seisi.—LASSISE dyst ke ces bens furunt touz oustez, e ke sa femme ne fut pas menant leynz, mes en un autre meson en coste.—Judicium quod fuit disseysitus. A.D. 1292.

§ William Godeknaue de Hereford e plusours autres, saver treis autres, porterent bref de atachement ver Henri de Solers viconte de Hereford; e dyseyent ke par la ou le avantdyt viconte aveit pris lur avers, la vindrent eus e porterent le Replegiari a Viconte; rens pur coe ne voleyt fere; par quey yl porterent le "sicut "alias vel causam nobis singnifices quare mandatum "nostrum &c.;" rens ne voleynt fere ne nul enchesson signefier par quey ceo fere ne voylent: la vyndrent eus e reporterent bref de replegiari a les coreners pur fere la delyverance pur la defaute de viconte; le ques le fesseyent; issy le viconte le commandement le Roy fere ne voleit, nec causam &c., atort e en despyt deu Roy de .x. lyvres, e a damage les avantdyz de .xx.

Bref de Athachement, la ou le viconte ne fet pas le commandement le Roy, ne la cause signifie.—Berewike.

A.D. 1292. pounds.—*Ralph de Huntindone* (for the Sheriff) denied tort, and the despite to our lord the King of ten pounds, and the damages of twenty pounds to William and the others named in the writ &c. And (said he) whereas William &c., Sir, we will tell you the truth &c. The Sheriff arranged with one Walter Seyns of Hereford that he should carry to the Exchequer of our lord the King the King's money, to wit, £56; and for the faithfully so doing, he (Walter) found pledges, namely Walter Godeknave and the others. Walter took the King's money, which he had received from the Sheriff for the purpose of delivery at the Exchequer; he however did not deliver at the Exchequer the £56; but he kept back to himself a great portion of the money of our lord the King, and did not pay it in: whereupon the Sheriff procured a writ of enquiry addressed to the bailiffs of Hereford, directing them to enquire if William Godeknave and the others did or did not become pledges for Walter, and that they should return the Inquest &c. It was found by the Inquest that they were pledges; and the Inquest was returned; by which writ authority was given to the Sheriff and bailiffs of Hereford to distrein the pledges in order to levy the King's money, as the Sheriff could rightfully direct: but they (the bailiffs) would do nothing; wherefore the Sheriff purchased another writ authorizing him to distrein the pledges in order to levy the King's money. The Sheriff distreined. Then came William and the others, and brought the Replegiari to the Sheriff in order to effect a deliverance. The Sheriff did not make deliverance on that writ, nor did he return the writ; for this writ was not returnable. And he tells you why: he had a sufficient warrant for not making deliverance, namely the King's writ. And whereas they say that they brought the "sicut alias, or "the cause &c.," and that we neither made deliverance nor signified the cause why the deliverance &c; Sir, they

livres.—*Rauf de Huntindone* (pur le viconte) deffendy A.D. 1292.
tort, le depit nostre seinur le Roy de . x. livres, e les damages William e les autres nomez en le bref de. xx. livres &c. E par la ou William &c., Sire nus vus dirrom la veryte &c.; le viconte parla od un Water Seyns de Hereford ke yl portereit a le eschekkere nostre seynur le Roy les deners le Roy, coe est a saver .l. e .vi. livres; e por leuement coe fere, sy trova yl plegges Willem Godeknaue e les autres. Water prit les deners le Roy ressut de viconte por liverer al Eschekkere; yl ne lyvera nent seus a leschekkere les .l.e .vi. livres, einz grant parte de les deners nostre seinur le Roy retint ver sey, e nent ne paya: par quey le viconte purchasa un bref de enqueste a les baylyfs de Hereford, ke yl enqueysent sy William Godeknaue e les autres devinderent les plegges Water ou nun, e ke yl retornasent lenqueste &c. Trove fut par enqueste ke yl furent pleges; e lenqueste fut retorne: par queu bref fut grante a viconte a baylyfs de Hereford ke yl feysent destreindre les plegges pur lever le deners le Roy sicom le viconte "rationabiliter monstrare 'poterit": les ques rens fere ne voleyent; par quey le viconte purchasa un autre bref ke yl pout les plegges destreindre pur le deners le Roy. Le viconte fit la destresse. Pus vindrent William e les autres, e porterent a viconte le replegiari pur aver la deliverance. Le viconte ne fit nule deliverance par teu bref, ne le bref retorna, kar coe bref ne fut nent retornable. E vus dyst pur quey; ke yl aveit assez garrant pur quey yl ne fit nent la delyverance, coe est a saver bref le Roy. E la ou yl dient ke yl porterent le "sicut "alias vel causam &c.," e nus nule deliverance ne feymes, ne nule cause sygnefiames pur quey la liverance &c.,

A.D. 1292. assert what they wish; for we did return the writ, and [did signify] the cause why we did not make deliverance; therefore we have not done anything in despite of the King, or any other tort. — *Spigornel.* We are advised that he can not say that he returned the second writ; for the reason that a writ is never directed to a Coroner unless for the default of the Sheriff: so it seems to us that it was by the default of the Sheriff that he neither returned the writ nor signified the cause: therefore &c.—*Huntindone.* He might have obtained a writ directed to the Coroner on a false suggestion.—BEREWIKE. Spigornel, answer over.—*Spigornel.* Sir, the first writ says, "as he shall rightfully "direct," and it supposes a plea for trying the fact of the pledging; and the Sheriff would not make deliverance as the writ directed: we pray judgment.—*Huntyndone.* We took the distress by virtue of the writ; and that is our warrant; in which writ the King, and none other, is party in respect of his money: and the King is prerogative; therefore the deliverance was not in this case to be by the common writ of Replegiari: therefore we have committed no tort; and, on behalf of the King, we pray a return of the distress. —*Howard.* Sir, the first writ is the original, which states, "as he shall rightfully direct," and supposes a plea; and this writ, as we are advised, is dependent on the first writ; consequently we are advised that the deliverance ought to have been by the Replegiari, and that they ought to have tried the question whether they were pledges or not. For no person is to be distreined to pay money or any other thing by inquest ex officio in such wise that he may not effect a deliverance.—*Huntyndone.* What you say would be correct if it were not the King, who is prerogative, and who has made himself a party in the second writ which is our warrant.—BEREWYKE. We think that in this case the distress was not replevisable: and therefore this

Sire, il dient lur talent; nus retornames le bref e la cause pur quey nus ne feymes la deliverance: par quey nus ne avum riens fet en depit nostre seynur le Roy, ne nul autre tort.—*Spigornel.* Sire aviz nus est ke yl ne put pas dire ke retorna le secunde bref; par la resone ke jammes bref ne irra a coroner si soe ne seit par defaute de viconte; dunt a nus semble ke coe fut par defaute de viconte ke yl ne retorna pas le bref ne la cause; par quey &c.—*Huntindone.* Yl porra aver heu bref a coroner par une fauce suggestione.—BEREWIKE. Spigornel, responet outre.—*Spigornel.* Sire, le primere bref si veut "sicut rationa-"biliter monstrare poterit," e suppose play a detrier le plegage: e le viconte nule delyverance ne voleit fere sicom le bref voleit: demandom jugement.—*Huntyndone.* Nus preymes la destresse par le bref, e coe est nostre garrant; en le quey bref le Roy se fet partye, e nul autre, pur ces deners; e le Roy est prerogatyf: dunt la deliverance ne fut nent pur le commun bref repleggiari en coe cas: dunt nus ne avum nul tort fet, e priom retorn pur le Roy de les destresces. —*Howard.* Sire, le primere bref sy est le original, ke veut "sicut rationabiliter monstrare poterit," e suppose playe; e coe bref, sicum nus est aviz, sy est dependant del primer bref; par quey avyz nus est la delyverance dust aver este par le replegiari, e ke yl dussent aver detrie si yl usent este plegges ou nun. Kar nul home ne sera destreint pur payer deners ou autre chose par enqueste de offiz issi ke il ne pusse fere la delyverance.—*Huntyndone.* Vus deisez ben sy coe ne fut le Roy, ky est prerogatyf, e coe fet partye en le secunde bref ke est nostre garrant.—BEREWYKE. Nus entendum par de sa, ke la destresse ne fut pas replevys-

A.D. 1292.

A.D. 1292. Court adjudges that the Sheriff have the Return of the chattels.

§ Note that, if one will say that he never became a pledge, he must aver it by the country; for he shall not get to his law.

Mordancester.

§ One Adam brought the Mordancester against B. —*B.* said that he was not tenant on the day when the writ was purchased, and that he was not now, but that such an one was: and he prayed judgment of the writ.—*Spigornel.* You can not allege non-tenure; by reason that heretofore, to wit on the Friday next before the feast of St. Margaret in such a year, we brought the like writ against you; whereupon you said that the tenements demanded were not in the vill named in the writ, but in another, named H.; and it was found that the tenements were not in the vill named; whereby the writ abated on the said Friday. We freshly, to wit on the Wednesday next following, brought another writ to the Sheriff; so that no feoffment could be properly made in the mesne time: and to the second writ he answered as tenant. Judgment if he can now allege non-tenure, inasmuch as we purchased this writ freshly after the other was abated.—*Howard.* Although he answered that the tenements demanded were not in this vill, it does not therefore follow that he was tenant: for any stranger against whom the writ might have been brought, although he were not tenant might have alleged that, and have abated the writ. But we will aver that we were not tenant &c., and we pray judgment of the writ.—*Spigornel.* Again I say, to this you ought not to be received; by reason that in the other writ you answered over as to the seisin, to wit in this way—that if it should be found that the tenements demanded were in the vill named in the writ, then that our ancestor did not die seised &c. And inasmuch as

able en coe cas: e pur coe agarde cete court ke le viconte eit retorn des chateuz. A.D. 1292.

§ Nota, ke si un home vodra dire ke yl ne devint unkes plegge, yl covent cel averer par pays; ke asa ley ne avendra yl nent.

§ Un Adam porta le Mordancestre ver B.—*B.* dyst ke yl ne fut nent tenant le jour del bref purchace, ne ore ne est, mes un tel: jugement deu bref.—*Spigornel.* Nun-tenue ne poez allegger; par la resone ke devant ces oures sy portames nus autel bref ver vus le Vendredi procheyn devant la Seinte Margrete tel an: la deites vus ke les tenementz demandez ne furunt pas en cele vile ke fut nome en le bref, einz en un autre, e H; trove fut ke le tenements ne furunt pas en cele vile, par quey le bref sa abatit le Vendri avant nome. Nus frechement portames un autre bref a viconte le Mekerdi seuant apres; issi ke nul feffement ne pout estre fet de dreit en le meen tens: e yl al autre bref respundy cum tenant. Jugement sy ore pusse allegger nun-tenue, desicom nus purchasames cety bref frechement apres ke lautre fut abatu.—*Howard.* Tot ut yl respundy ke les tenements demandez ne furunt pas en cete vile, pur ceo ne ensuit yl mie ke yl fut tenant: ke chekun estrange home sur ky le bref hut este porte, tot ne hut yl este tenant, porra cel aver allegge e abatu le bref: mes nus volum averer ke nus ne fumes nent tenant &c., e demandom jugement deu bref.—*Spigornel.* Uncore a coe ne devez estre ressu; par la resone ke al autre bref vus respundistetz outre a la seisine, coe est a saver issi, ke sy trove fut ke le tenements demandez furunt en la vile nome en le bref, ke nostre ancestre ne morut nent seisiz &c. E desi- Mordancestre.

A.D. 1292. you have answered higher up than is an allegation of non-tenure, you ought not now to get to that. Judgment if you ought not to answer.—*Huntyndone.* This is a different writ; and we will aver &c. as before; and we pray judgment of the writ.—*Spigornel.* Sir, inasmuch as our writ was purchased freshly after the other was abated, and as in the other writ he answered to the action as tenant, judgment if he can now allege non-tenure.—*Huntyndone.* You said that the first writ abated on the Friday next before the feast of St. Margaret, in the year &c. We will aver by the Record that on that day there was no plea between us.—*Spigornel.* We will aver that on the Friday next after the quinzain of St. John and before the feast of St. Margaret, in the said year, there was a plea between them; and this we will aver by the Record.

Attachment after Prohibition.

§ The Abbat of Reading and his men brought the Attachment against the bailiffs of Hereford; and said that whereas King Richard, ancestor of our lord the King who now is, did by his charter grant to the Abbat of Reading and his men that they should be quit throughout all England of all manner of tolls and payments and from all liability to repairs, there came the aforesaid bailiffs, and by grievous distress extorted from the Abbat and from his men toll and pavage and murage; whereupon the Abbat Robert, predecessor of this same Abbat, brought the Prohibition of our Lord the King to the aforesaid bailiffs, directing them not to distrein for toll &c.; but not for that did they cease; but after the Prohibition they went on as before, in opposition to the commands of our lord the King, and to the despite of our lord the King £20, and to the damage of the Abbat and his men £10.—*Tiltone.* Sir, they ought not to be answered; for the reason that each one of them is a free man, and each one severally might have made

com vus avez respundu plus haut ke neit allege nun-tenue, vus ne devez ore a coe avenyr. Jugement si vus ne devez respundre.—*Huntyndone.* Ceo est un autre bref; e nus volum averer &c. ut prius; e demandom jugement deu bref.—*Spigornel.* Sire, desicom nostre bref fut frechement purchace apres ke lautre fut abatu, e yl a lautre bref respundy al accion com tenant, jugement si ore pusse allegger nun-tenue.—*Huntyndone.* Vus deytes ke le primere sa abaty le Vendredy prochein devant la Margarete, le an &c.; nus volum par record averer ke a cel jour ne aveit yl play parentre eus.—*Spigornel.* Nus volum averer ke le Vendredy prochein apres la quinseyne de St. Jon e avant la Margare, meme le an, sy aveit yl play parentre eus; e coe volum averer par record. A.D. 1292.

§ Le Abbe de Redyngge e ces homes porta le atachement ver les baylifs de Hereford; e dyt ke par la ou le Roy Ricard, ancestre nostre seynur le Roy ke ore est, granta al Abbe de Redyngge e a ces homes, par sa chartre, de estre quites par tot Engletere de tou maners tounz et prestationibus, et de omni operatione, la vindrent les baylyfs avand-dites e par greve destresse pristreint de le Abbe e de ces homes tounu e pavage e murage; par quey le Abbe Robert, predecessor meme cety Abbe, porta la prohibicion nostre seynur le Roy a les baylifs avant dys, ke mes ne les destreynsysent por tounue &c.; eus pur coe ne lesserent, einz apres le prohibicion feceyent com avant, encontre le comandement nostre seynur le Roy, en depit nostre seynur le Roy de .xx. livres, e a les damages le Abbe e ces homes de .x. livres.—*Tiltone.* Sire, yl ne deivent estre respondu; par la resone ke chekun de eus est franc home, e chekun pout aver heu en severale sa pleynte ver Latachement pus Prohibicion.

A.D. 1292. his plaint against us; whereas they make their plaint jointly, and by their plaint suppose that none can complain without the others: so we pray judgment if &c.—*Howard.* You assert what you wish: none could have made plaint without the Abbat who is their head; for he was the occasion of the grant, and is the head of himself and his men; therefore it was fit that he should be named with the others: for if he had not been named in the writ, the writ would have been abated.—*Tiltone.* Sir, inasmuch as every one of the complainants is a free man, and the franchise was (as they say) granted to every one of them, and every one might have made plaint without the others, in which case we might have given to each a separate answer,—whereas we shall now lose that advantage if we answer them jointly,—we pray judgment if &c. And on the other hand, if this were a case of battery or something of that kind against the peace, it would be a different thing; but now &c.: so we pray judgment, as before.—BEREWIKE. The grant of this franchise was made principally to the Abbat, and he was the principal cause of the purchase by and the grant to him and his men. Inasmuch as he is the principal, they ought not to be answered without him: therefore it was necessary that he should be joined. Answer over.—*Tiltone.* As to the franchise, Sir, we tell you that once upon a time the town of Hereford was in the hands of King Richard, who in his time was seised of the right of taking toll of the Abbat and his men, and of taking murage and pavage. King Richard did by his charter grant out of his seisin the town of Hereford to the good men of the town, to be holden of him in fee farm, at a rent of £40 yearly, in as full a manner as he held it, and as freely as he held it. By virtue of his charter and his grant, the good men were thereafter seised of the right of taking toll from the Abbat and his men in the same manner as King Richard did when &c.; and no other tort have

nus; la ou yl se pleinent en commun, e supposent par lur pleinte ke nul ne se pout aver pleint sanz autre; dunc demandom jugement si &c.—*Howard.* Vus dystes vostre talent; nul ne pout aver heu pleinte sanz le Abbe ke est chef; ke yl est le cause del purchas, e chef a ly e a ces homes; par quey yl covendreit ke yl fut nome od les autres: kar sy yl nut este nome en le bref, le bref ut este abatu.—*Tiltone.* Sire, desicom chekun ke se pleint sy est franc home, e a chekun de eus sy fut la franchise grante, a coe ke yl dient, e chekun pout aver heu sa pleinte sanz autre, e nus par consequent poeymes aver done a chekun de eus several respunse, par la ou nus perdyrum ore cel avaunttage sy nus respundisum a eus en commun, demandom jugement sy &c. E de autre part, si coe fut de baterye ou de teu chose ke fut encontre la pees, coe sereit akune chose; mes ore &c.: dunt demandom jugement, cum avant.—BEREWYKE. Le grant de cete franchisse sy fut fet prinsipalement al Abbe, e yl principal est del purchas e del grant fet a ly e a ces homes. Desicom il est prinsepal, sanz ly ne deveyent eus aver este respundu: dunt yl covendreit ke yl fut mis leynz. Responet outre.—*Tiltone.* Pur la franchise, Sire, nus vus diom ke en akun tens si fut la vile de Hereford en la mein le Roy Ricard, le quel fut seisi en son tens de prendre toune del Abbe e de ces homes, e de prendre murage e pavage. Le Roy Ricard granta par la chartre la vile de Hereford hors de sa seisine a les prodeshomes de la vile, pur tenyr de ly en fee ferme, por .xl. livres par an, en la maner ke yl la teint, e aussi franchement com yl la tint. Les prodeshomes seisi par sa chartre e par son grant tote voyz pus en sa de prendre tounuz de le Abbe e de ces homes, en la manere com le Roy Ricard feseit al oure

A.D. 1292.

A.D. 1292. we committed, but have only continued the seisin of King Richard by virtue of the grant which he made to us; ready &c. And this is our answer as to the toll. As to the murage and pavage, we answer thus,—that it is only a special grant for three years, more or less, which the King sometimes makes to the good men of this town. And thereupon, Sir, we tell you that at the time when the King granted the franchise of &c. to the good men of this town, the town was not very well walled; wherefore our lord the King, who now is, did, seven years ago, at the entreaty of the good men of the town, grant to them murage and pavage; and so, by virtue of the grant from our Lord the King, we came and distreined the Abbat and his men to give murage and pavage. Thereupon they came and brought the Prohibition &c. Then, we, by reason of the King's command, ceased until the feast of St. Hilary in last year, when we went to our lord the King and his Council, the parliament being then at London, to ascertain from the King from whom we were to take murage and pavage. Our lord [the King] sent us word by Sir Robert Malet that we were to take murage &c. from all in the county, except the master of the Hospital of C. And when we were thus certified by our lord the King, we took murage and pavage from the Abbat &c. as well as from the other people of the county. And that our lord the King did thus, as we have said, command us, we vouch the Record of our lord the King.—*The Abbat and his men* said that they had been quit of toll ever since the making of their charter until seven years ago, when they [the bailiffs] took it from them by forcible distress, and that this they would aver.—And the other side said the contrary, to wit that they were never quit of toll by virtue of the charter to the Abbat. And as to the murage and pavage, we tell you that, as well after the Prohibition as before, they distreined upon us for murage and pavage, and by distress they

&c.; e ke nul autre tort avum fet, fors continue la seisine le Roy Ricard par le grant ke yl fit a nus; prest &c. E issy responum nus qant a la tounu. E qant a la murage e pavage si responum nus issy, ke coe neit fors un espessiale grante ke le Roy fet a le fez a treis anz plus ou meins a les prodeshomes de cete vile: dunt, Sire, nus vus diom ke al oure ke le Roy aveit grante a les prodeshomes de cete vyle la franchise &c., e la vile ne fut pas mut ben perclose; par quey nostre seynur le Roy ke ore est, a la priere les prodeshomes de la vile, granta a eus murage e pavage, ore a .vii. anz passe; la venimes nus, par le grant nostre seynur le Roy, e feseymes destreindre le Abbe e ces houmes de doner murage e pavage. La vindrent eus e porterent la prohibicion &c. Nus pur le commandement le Roy cessames jekes ore a la Seynte Yllary ouan, ke nus aprochames a nostre seynur le Roy e a son Consayl, qant le parlement fut a L., pur estre acerteyne par le Roy de queus nus deverioms prendre murage e pavage. Nostre seynur nus manda par Sire Robert Malet ke nus deverom prendre de tretouz de cunte murage &c., estre le mestre del ospital de C. E qant nus fumes asertez par nostre seynur le Roy, nus preymes del Abbe &c. murage e pavage aussy ben cum des autres de conte. E ke nostre seynur le Roy yssy nus commanda, sy com nus vus avum dyst, nous vochom record de nostre seynur le Roy.—*Le Abbe e ces homes* dysseynt ke yl unt tot tens este quites de tounu pus la confeccion de lur chartre jekes ore a .vii. anz ke yl le unt pris de nus par force destresse; e coe volum averrer. E les autres le revers, ke yl ne furent unkes quites de tounu par la chartre le Abbe. E qant a le murage e pavage, sy diom nus ke aussy ben apres le prohibicion cum devant sy firent yl destresse pur murage e pavage, e

A.D. 1292.

A.D. 1292. made us pay murage &c.; ready &c.—The other side said the reverse, to wit that they did not [distrein] after [the Prohibition]; but that they had a grant from the present King at the feast of St. Hilary last year, ready &c.—THE INQUEST (all foreigners) said that the Abbat and his men had been, ever since the making of their charter, quit of toll up to seven years ago; and that they had paid toll by reason of the grievous distress; and that they (the bailiffs) had distreined the Abbat &c. for murage and pavage, and had taken murage from them after the Prohibition as well as before.—Judgment was given for the Abbat &c.

Note that, the evidence in the plea was that the charter to the town was of earlier date than the charter to the Abbat &c., and was obtained by grant from King Richard, all in one year; and that the men of the town were by virtue of their charter seised of the right of taking toll from the Abbat &c. previously to the Abbat &c. being made, by their charter, quit of toll. And note that *Tiltone* said that they could not by their charter be made quit of murage and pavage; because the charter made no mention thereof: and that if they were to be quit of murage and pavage, by the charter of our lord the King, it was essential that the charter should specially mention that you should be quit of murage &c.; and thereupon he prayed judgment if they could claim to be quit, by virtue of the charter.—BEREWIKE. The charter says "from all payment and "from all building;" and the giving murage and pavage is payment for building; therefore the charter is full enough for them.—And he adjudged that they (the bailiffs) should answer over.—And they did so, as above mentioned.

Nota bene. § Note that, if a man and his wife be joint feoffees of a tenement, neither shall lose by the default of the

par destresse nus feseyent payer e murage &c.; prest &c. A.D. 1292.
—Les autres le revers, ke nent apres; einz ke yl usent grant deu Roy ore a la Seinte Hyllary ouan, prest &c. —Lenqueste (tot de foreyns) e dist ke le Abbe e ces homes tot tens pus la confeccion de lur chartre aveynt este quites de tounu jekes ore a .vii. anz passez; ke yl donerent tounu par greve destresse; e ke yl usent destreint le Abbe &c. pur murage e pavage, e pris de eus murage &c. apres la prohibicion ausi ben com devant.—Judicium datum fuit pro Abbate &c.

Nota, en evidence de cel play ke lur chartre de la vile si fut de plus eyne date ke la chartre le Abbe &c., e purchasez de le grant le Roy Ricard tot en un an; e le gens de la vile seisi furent deu prendre tounu de Abbe &c. par lur chartre einz ke le Abbe &c. furunt quites de tounu par lur chartre. Et nota ke *Tiltone* dyt ke par lur chartre ne poeynt eus estre quites de murage e pavage; ke la chartre ne fet pas mencion de coe: e a coe ke yl serreynt quites de murage e pavage par la chartre nostre seynur le Roy, yl covendreit ke la chartre feit espesialment mencion ke vus serriez quites de murage &c.; dunt yl demanda jugement si par la chartre porreit clamer de estre quites. —Berewike. La chartre veut "de omnibus presta-"cionibus et omni operatione;" e doner murage e pavage si est prestacion e pur overeine; par quey la chartre dyst assez por eus. E agarda ke yl respondreynt outre.—Et fecit ut supra dictum est. Nota.

§ Nota, sy un home e sa femme seynt jont feffe de un tenement, ke le un ne perdrera nent par la de- Nota bene.

A.D. 1292. other: but the one who is present in Court shall answer in respect of his or her right.

Nota bene, as to default.

§ Note that, if a man and his wife be impleaded in respect of the wife's heritage, and the husband appear, and the wife make default, whereby the land is taken into the King's hands and then replevied, and on the second day both appear,—in that case the wife shall not wage her law that she was not summoned; for a feme coverte shall not wage her law; neither shall the husband in that case wage law on behalf of his wife; because he was the principal party and did appear. But if both had made default at the first day, then the husband should wage the law, on behalf of himself and his wife, that they were not summoned. If the wife make two defaults, the land shall be lost by reason of the default after default, notwithstanding that the husband appear.

Quo Warranto.

§ Our lord the King brought the Quo Warranto against Sir Reginald de Grey and Maud his wife.—Reginald de Grey and Maud his wife denied tort and force and the right of our lord the King; and (said they) whereas the King brings the Quo Warranto, and demands by what warrant we claim to hold pleas of the Crown in our manor of V., and to have, in right of the said manor, the regality of taking ransom from and delivering those who are adjudged to death, which is a thing against common law,—Sir, on behalf of Sir Reginald in the first place, we tell you that he found his wife seised; and in the next place, Sir, we tell you, on behalf of Reginald and Maud his wife, that, before the Conquest, the manor of W. with the appurtenances belonged to one Hugh de Longchamp, the lady's ancestor; and that he held it in like manner as we now do; and that he held pleas of the Crown, and had gallows, and took ransom from persons who were adjudged to death;

faute lautre: mes cely ky est en court present re- A.D. 1292.
spundera pur son dreit.

§ Nota, si un hom e sa femme seient enplede del heritage la femme, e le baron aperge, e la femme face defaute, par quey la tere est prise en la meyn le Roy e replevie, e al autre jour yl apergent amedeuz, en coe cas la femme ne fra pas sa ley ke ele ne fut nent somuz; kar femme coverte de baron ne fra nule leye; ne le baron en coe cas ne fra nule ley pur sa femme; par la resone ke yl fu chef, e apparut. Mes sy le un e lautre usent fet defaute al primer jour, dunke covendreyt ke le baron feit la ley pur ly e pur sa femme, ke eus ne furunt pas somuz. E sy la feme face deuz defautes, la terre serra perdue par defaute apres defaute, tot aperge le baron. Nota bene, pro defalta.

§ Nostre seynur le Roy porta le Quo warranto ver Sire Renald deu Grey e Maud sa femme.—Reynal deu Grey e Maud sa femme defenderent tort e force e le dreit nostre seynur le Roy; e par la ou le Roy porte le Quo warranto, e demande par queu garrant nus clamum tenyr play de la coroune en nostre maner de V., e aver le Regal par la resone de meme le maner, e prendre redempcion de genz ke sunt juggez pur eus liverer de la mort, ke est encontre la commune ley, Sire, nus vus diom, pur Sire Renald a deprimes, ke yl trova sa femme seisie &c.; e pus, Sire, vus diom, pur Renald e Maud sa femme, ke devant le Conqueste sy fut le maner de W. od les apurtenances a un Hue de Lonchant ancestre la dame; ke yly tint en meme la manere cum nus le tenum ore, ke teint play de la coroune, e aveit fourges, e prit redempcion de genz a la mort Quo warranto.

A.D. 1292. and that he did so in right of the said manor and as appurtenant thereto: and that afterwards, Maud the Empress, the mother of Henry the elder, did after the Conquest take the manor into her hands as a forfeiture, because the owner was in arms against them. Maud the Empress held the manor &c. in like manner as it is now holden, and by her bailiff held pleas of the Crown within the said manor; and there people were condemned to the gallows; and she took ransom &c.; and thus did she all her life: and King Henry the elder, the son of Maud the Empress, did, after the death of the said Maud, in like manner all his life. And afterwards, King Richard held the said manor in all points like as aforesaid, without this thing being ever severed from the manor, either in the Hundred Court or the County Court. Afterwards, King Richard did, out of his seisin, restore the said manor with the appurtenances as freely in all things—such as customs services and franchises—as he held it, to one Henry de Longchamp the lady's ancestor. Henry, the lady's ancestor, was seised by virtue of this render; and held in like manner as we have previously stated: and afterwards, W. the brother of Henry, and then John the son of W. and now Maud the daughter of W. [have held and hold the said franchise] as appurtenant to the manor: and by this warrant do we claim &c.—*Louther.* You ought not to have the benefit of a time earlier than the time of King Richard, from whose render you take your title: for, what you say goes for nothing. And we tell you, Sir, that they ought not to have any advantage by virtue of King Richard's charter; for in that charter there is no special grant to them of this thing; but the charter only contains the ordinary words, that is to say "with all liberties;" by which ordinary phrase you ought not to have any benefit, in the absence of some other special deed making special mention of

juges, par reson deu maner e com apurtenant au maner : A.D. 1292.
pus apres Maud le Aunperice la mere H. le veyl, apres le conqueste prit le maner en sa mayn pur forfet ke yl teyndra encontre eus. Maud le Aunpirere tint son maner &c. en meme le manere cum yl est ore tenu, e teint play de la corune par son baylyf deynz meme la manere; e yllekes furent genz juges a les fourges, e prit redempcion &c.; e issi fit ele a tote sa vie : le Roy Henri le veyl, le fiz Maud le Amperere, apres la mort Maud, issi fit en meme la manere a tote sa vie. Apres ke le Rei Ricard tint meyme le maner en touz poynz com avant est dyst, sanz coe ke unkes cete chose fut severe de le manere en hundred ou en Counte. Le Roy Ricard pus apres ors de sa seisine rendy le maner od les apurtenaunces aussi franchement en tote choses com il le teint, com en costumes e services e franchises sicom yl le teint, a un Hanri de Lonchamp ancestre ; Henri ancestre la dame seisi par le rendre, e tint en meme la manere cum nus avum dyst avant ; e pus W. le frere Henri, e pus Jon le fiz W., e ore Maud la file W., com apurtenant al maner ; e par teu garrant clamum nus &c. — *Louyere.* De plus haut tens ne devez aver avantage ke pus le tens le Rey Ricard, de ky rendre vus pernez vostre title ; kar coe ke vus dytes pur nent : e vus diom, Syre, ke par la chartre le Roy Ricard ne deyvent prendre avantage ; ke par la chartre neit pas a eus grante espessialment cet chose aver, mes tan solement yl ny ad for un commun dyst en la chartre, coe est a saver, "cum omnibus libertatibus;" par queu commun dit vus ne devez aver avantage, sanz autre especial fet

A.D. 1292. this thing: for a thing which is once annexed to the Crown can not &c. And hereupon we pray your judgment.—*Spigornel.* If that franchise had been, by the ancestors of our lord the King, once severed from the manor, then what he says would be perfectly correct; but inasmuch as that franchise was never severed from the manor by &c., but has been continuously, both before and since the Conquest, appurtenant to the manor, and been enjoyed in like manner as now,—so that the manor with the franchise is as it were one entire thing,—we think that this ordinary phrase "with all "its liberties" is sufficient for us: and thereupon we pray your judgment.—*Kynge.* The manor &c. was in old times conquered from the Welsh; and the franchises were then appurtenant to the manor; so that they were never annexed to the Crown except in right of the manor: and King Richard rendered &c., as before.—BEREWIKE. You never saw the case of one having a franchise involving life and limb except by a special grant from the King: but you may have seen the case of one having the amends for breach of the assise of bread and ale by other means, to wit by the ordinary phrase, as here.

Note. § Note that, if a man and his wife be impleaded in respect of the wife's heritage, and the wife appear, and the husband make default, the wife shall not lose her right by reason of the default of her husband; but she shall answer at once and defend her right, inasmuch as she is in Court: and if she do not, then the demandant shall pray judgment of her as undefended, inasmuch as she is in Court and will not answer.

Note. § Note that, if a writ be brought against several tenants, say four, jointly possessed, and two of them make default, they shall lose seisin of the land demanded, if they who are in Court will not answer as

ke de coe especial feit mension: kar chose ke est un feez annex a la coroune ne put &c. E sur coe demandom wos jugements.—*Spigornel.* Sy cele franchisse ust este par les ancestres nostre seynur le Roy une feez severe deu manere, yl deit finement ben; mes de sicom cele franchisse ne fut unkes severe deu maner par &c., mes tote veirs devant le conqueste e apres si ad este apurtenant au manere, e issi use com ele est ore, issi ke le maner od la franchisse si est com un gros par sei, nus entendum ke cele commune parole "cum omnibus libertatibus suis" nus suffit: e de coe priom wos jugements.—*Kynge.* Le maner &c. sy fut conquis ors des meyns de Galeys en anciene tens; e a dunke furent la franchisse apurtenant au manere: issi ke ele ne fut unkes annex a la Coroune sy nun par la resone del maner: e le Roy Ricard rendi &c. ut prius.—BEREWIKE. Vus ne veites unkes ke home pout tenyr cele franchisse de vie e de membre sanz espesial fet deu Roy; mes de aver amendement de assise de payn e de serveise enfreinte, si purriez vus aver veu par aventure par une commune parole com issy. A.D. 1292.

§ Nota, si un home e sa femme seient enpledez de heritage la femme, e la feme vine, e le baron face defaute, la femme par la defaute le baron ne perdra nent son dreit; mes ele respundra meintenant, e defendra son dreyt, desicom ele est en court: si noun, le demandant demandera jugement de ly com [nun] defendu, desicom ele est en court e ne veut pas respundre. Nota.

§ Nota si un bref seit porte ver plusours tenants en commun possession vers .iiii., e le deuz fasent defaute, yl perderunt seisine de la terre demande, si seus ke sunt en court ne voylent respundre com tenants; Nota.

A.D. 1292. tenants; and if they pray that they may be received to answer as tenants, they shall be received so to do.

Entry in the "post."

§ A woman brought a writ of Entry in the "post" against four persons; and demanded a messuage with the appurtenances in Hereford as her right and her frank-marriage, saying "into which they had not entry "except after the lease which J. her husband thereof "made to such an one, she not being able to contra-"dict him &c." Two of the four made default.—*Huntyndone* prayed judgment of their default.—*Keynge.* Sir, we answer for the two who are here, as for the tenants of the messuage; and we tell you, Sir, that one Richard de C. devised the tenements to be sold and the proceeds to be applied for his soul by the authority of his executors; and that Master Adam de P. and Henry de N., who are here, together with John &c. and William &c., are Richard's executors; and they are not in the writ called executors; judgment of the writ. And even if they had been called executors, yet inasmuch as John and William, who are executors along with the others, are not named in the writ, the writ would abate.—*Huntyndone.* That they are in as Richard's executors, they can not say; for we will aver that Richard devised the said tenement to his two daughters, and not to be dealt with for his soul by the authority of his executors; and that was the reason why we brought the "post:" therefore they can not say that they hold as executors.—*King.* And we are ready to aver the contrary.—THE INQUEST came, and said that Richard devised it to his two daughters, and not for his soul &c.; but they said that the daughters were never seised by virtue of the devise, and that they were dead: and they said that after the death of Richard, whose executors they are, his executors entered into the messuage and shut the doors and windows; and that the daughters came and

e sy yl prient ke yl pussent estre ressu a respundre com tenants, il serreient ressu. A.D. 1292.

§ Une femme porta bref de entre en le post, e demanda un mes od les apurtinances en Hereford cum son dreit e son franc mariage, ver .iiii. persones, en le quel yl naveient entre si nun pus [le] les ke J. son baron fit a un tel, a ky ele contredire &c.—Les deuz firent defaute.—*Huntyndone* demanda jugement de lur defaute. — *Keyng.* Sire, nus responum pur le deuz ke sunt issi aussi com pur tenants de le mes; e vus diom, Sire, ke un Ricard de C. devisa ses tenements pur vendre, e dona pur sa alme par ordinance de ces executors; e Mestre Adam de P. e Henri de N. ke yssy sunt, ensemblement od Jon &c. e William &c., si sunt les executors Ricard; e eus nent nomez com executors en le bref; jugement deu bref. E tot furent yl nome com executors, desicom Jon e William, ke sunt executors od les autres, ne sunt nent nomez en le bref, le bref se abatereit.—*Huntyndone.* Ke yl sunt einz com executors Ricard, coe ne pount yl dire; ke nus volum averer ke Ricard devisa meme le tenement a ces deuz files, e nent pur fere pur sa alme par le ordinance de ces executors; e coe fut la resone pur quey nus portames le post: par quey yl ne pount dire ke yl tenent com executors. — *King.* E nus prest de laverer le revers. —Lenqueste vint, e dist ke Ricard le devisa a se deuz files, e nent pur sa alme &c.; mes yl diseynt ke les files ne aveyent unkes seisine par le devyz, e ke eus furent mortes: e diseyent ke apres la mort Ricard, ky executors yl sunt, sy entrerent ces executors en le mes e firent clore les heuz e les feneytres: les files Entre post.

A.D. 1292. tried to enter, and could not, and soon afterwards died; so that they were never seised.

§ Note that, if a woman who holds land for her life in the county of Hereford be impleaded in Eyre in the same county, and she pray aid of him in whom the fee and the right &c., she shall have it; and he shall be summoned where the land holden for life lies, although he who is prayed in aid have nothing in the county.

Dower. § A woman brought a writ of Dower against B. and C. his wife, who were joint feoffees of the land demanded against them.—B. came and appeared in person, and C. by attorney; and they pleaded with the woman who was demandant, and said that she ought not to have dower; and for the reason that he of whose endowing she demanded dower never espoused her.—*The woman.* He did espouse me; ready &c. howsoever we ought to aver it.—And the other side said the contrary.—JOHN DE METYNGHAM ordered the woman to certify the Court by the Bishop's letter that she was espoused to him.—And so the parol demurred without day.—On another day the woman came at the Eyre of Hereford, and brought the Bishop's letter stating that he did espouse her; and she prayed judgment. Then, before judgment, came C., the wife of B., and said that her husband had faintly and badly pleaded, and prayed that she might by Statute be received to defend her right.—KAVE. She, by attorney, as well as her husband, has pleaded in this Court with the woman who is demandant; but if she had not pleaded with her either by attorney or otherwise, you would be quite correct in saying that she would, by Statute, be received.—The wife was not received. (And this was according to equity and law, and was correct.) And it was adjudged that the woman should recover

vindrent e voleynt entrer, e ne poeyent, e pus apres devyerent; issi ke eus ne furent unkes en seisine. A.D. 1292.

§ Nota, sy une femme ke tent une tere a terme de vie en le cunte de Hereford seyt emplede en meme le cunte en eyre, e prie eyde de cely en ky le fee e le dreit &c., ele avera; e yl serra somuz la ou la tere gyst ke est tenu a terme de vie, tot neit celi ky est prie en bank[1] en eyde ren en le cunte.

§ Une femme porta bref de dowere ver B. e C. sa femme ke furent joint feffe de la tere demande ver eus.—B. vint e aparut en sa persone, e C. par atorne; e plederent od la femme demandant, e deseynt ke dowere aver ne deyveyt, par la resone ke cely de ky dowement ele demanda dowere ne la espossa unkes.—*La femme.* Ke yl moy aposa, prest &c. par la ou averer le devum.—E lautre le revers.—Jon de Metyngham comanda a la femme averer la court par lettre la esveke ke ele fut a ly espose. E issi demora la parole sanz jour.—La femme vint a un autre jour en le heyre de Hereforde, e porta la lettre laveke ke yl lapossa, e demanda jugement. Dunke vint C. la femme B. devant jugement, e dyt ke son baron aveit feyntement plede e malement, e pria ke ele pout estre ressu par statut[2] a defendre son dreit.—Kave. Ele ad plede seynz par atorne od la femme demandante aussy ben com son baron; mes sy ele nust pas par atorne plede od ly ne autrement, vus deyssez[3] feynement ben ke ele sereyt ressu e par statut. La femme ne fut nent ressu. Et hoc de equitate et de jure, et bene. E fut agarde ke la femme recovery son dowere, non- Dowere

[1] The words "en bank" seem to be here by mistake.

[2] 13 Ed. I. c. 4.

[3] MS. ne deyssez.

A.D. 1292. her dower, notwithstanding that the other side offered an averment that the husband was alive.—*Howard*, before judgment was given, offered this argument,—Sir, when the woman was sent to the Bishop, the parol demurred without day; and the party has never since been re-summoned; therefore the party has not a day here.—BEREWYKE. We find that they were re-summoned.

Attaint. § John de Torbevile brought an Attaint against the Twelve; and said that they had sworn falsely, on the occasion of John de Torbevile bringing an assise of Mordancester on the death of his father Thomas against the Prioress of Accornebury; when he said that his ancestor died seised &c.: and for the information of the Assise he said that one Wastoyle leased one carucate of land to Thomas his father for the term of thirty years, and died within the term: and that afterwards, one William son and heir of Wastoyle made a charter of feoffment to his father Thomas, and after that he made a quit-claim to him, and quit-claimed to him all his right, he being in seisin; and thereupon he prayed the Assise: and that the Assise came, and said that his father did not die seised &c., and that Wastoyle's son did not ever execute to him a charter or quit-claim. —And he said that on those two points they had sworn falsely; and he prayed that it might be enquired of by the Twenty-four.—*Spigornel.* There ought not to be an Attaint; and for the reason that they make their complaint on two points, to wit that the Twelve swore falsely in that they said that his ancestor did not die seised &c., and that Wastoyle's son never executed to their father the charter or the quit-claim which they put forward. Now, that his ancestor did not die seised &c., is found by the Assise: but as to Wastoyle's son making the charter &c. to his father Thomas, it is found by the Inquest, in form of an

obstante ke lautre partye tendirent averement ke le baron fut en pleyne vie.—*Howard,* devant jugement rendu, fit cete resone,—Sire al oure qant la femme fut mande a laveske &c., si fut la parole sanz jour; ne la partye pus unkes fut resomonz; par quey la partye nad nul jour seynz.—BEREWYKE. Nus trovum ke eus furent resomonz. A.D. 1292.

§ Un Jon de Torbevile porta lateynte sur le .xii., e dyt ke eus aveynt fet fauz serement, par la ou Jon de Torbevile porta le assise de Mordancestre de la mort Thomas son pere ver la Prioresse de Accornebury, e dyt ke son ancestre morut seisi &c.; e a laveiement de lassise sy dyt yl ke un Wastoyle lessa a T. son pere une carrue de tere a terme de .xxx. ans, e morust deynz le terme: pus apres un William fiiz e heyr Wastoyle fit une chartre de feffement a T. son pere, e pus apres yl ly fit une quite-clamance, e le quite-clama tot son dreit en sa seisine demene; e de coe pria lassise: Lassise vint e dyst ke son pere ne morut nent seisi &c., e ke le fiiz Wastole ne ly fiz unkes chartre ne quite-clamance.—E dyt ke en coe deuz poynz sy aveient eus fet faus serement; e pria ke fut enquis par le .xxiiii.—*Spigornel.* Ateynte ne deyt estre; par la resone ke yl coe pleynent en deuz poynz, ke le .xii. feseyent fauz serement en coe ke yl dysseyent ke son ancestre ne morut nent seisi &c., e ke le fiiz Wastoyle ne fit unkes la chartre ne la quite-clamance, ke yl botent avant, a son pere. Ke son ancestre ne morut nent seisi &c., ateint est par lassise: mes qant a cel ke le fiiz Wastoyle fit la chartre &c. a T. son pere, ateynt est par enqueste en fourme de assise ke nun: e en- Ateinte.

A.D. 1292. Assise, that he did not: and we think, Sir, that no Attaint shall issue on an Inquest without the special order of the King; and they have not any specialty. Judgment of their plaint.—*Howard.* My answer to you is that the charter and the quit-claim embrace the fee; so the whole matter was touching the seisin: therefore the Attaint shall pass as well on the one as on the other: and thereof we pray your judgment.—*Kynge* (ad idem). Sir, it must needs be that the Attaint pass as to the charter &c. as well as to the other. For it may be that his ancestor did not die seised &c.; and so in that respect the Assise swore truly:—and that nevertheless the charter and quit-claim were executed to John's father; and so in that respect the Assise swore falsely. And in this case John would still have his recovery by writ of Right; whereas if the Attaint did not pass on that point he could never recover: and on this ground and the others we pray your judgment.—BEREWIKE. Spigornel, answer over.—*Spigornel.* I argued as I did, in order that if they had consented that the Attaint should pass on one point and not on the other, the Attaint would have been quashed by reason of their plaint. Let the Attaint go.—THE ATTAINT said just as the Assise had said.—And therefore the Twelve were bid adieu, and John was sent to prison.

Note that an Attaint on an Inquest does not lie where the witnesses to the Charter are put on the Inquest.

Nota. § Note that, if a man and his wife implead a person for a debt of twenty marks, and the defendant say that the woman did, when she was single, release and quit-claim that debt in consideration of ten marks, and he put forward her deed, and she deny her deed, and it be found that it is her deed, she shall go to prison if she be not under coverture.

tendom, Sire, ke nule ateynte ne passera sur enqueste sanz especial comandement le Roy; e yl nunt nul especialte. Jugement de lur pleynte.—*Howard.* Joe vus respoyn, la chartre e la quite-clamance enferment le fee, par quey coe tot de lassise[1]; par quey lateinte passera aussy sur le un com sur le autre: e de coe priom vos jugements.—*Kynge.* (ad idem). Sire, yl covent ke lateynte passe de la chartre &c. aussy ben com de lautre. Ke yl porra estre ke son ancestre ne morut nent seisi &c., e en tant ke lassise ut fet bon serement; e nemy pur coe ke la chartre e la quiteclamance furent fez a le pere Jon, e en tant ke lassise ut fet faus serement; e en coe cas sy purreit Jon uncore aver son recoverer par un bref de dreit; e sy lateynte ne passat nent sur teu poynt, yl navereyt jammes recoveryr; e sur cete resone e les autres demandom vos jugements.—BEREWIKE. Spigornel, responet outre.—*Spigornel.* Joe le dye pur coe ke sy yl usent grante ke lateynte passereit sur le un point e nent sur le autre, lateynte sy ut este quasse par la resone de la pleynte. Courge lateinte.—LATEINTE dyst com lasise aveit dyt.—E pur coe la .xii. alerent a deu, e Jon a la prisone. A.D. 1292.

Nota quod attincta non jacet super inquisitionem, ubi testes qui nominentur in carta ponuntur in inquisitione.

§ Nota, sy un home e sa femme empledent un autre de une det de .xx. mars, e lautre die ke la femme qant ele fut sole de sey lui relessa a quiteclama cele dette pur .x. mars, e mette avant son fet, e ele dedie son fet, e seit ateynt ke coe seyt son fet, ele irra a la prisone, si ele ne seit coverte de baron. Nota.

[1] A mistske, I think, for "la seisine."

A D. 1292. Nota. § Note that, if one enfeoff another of a messuage &c., and give to the feoffee all the goods therein, he thereby sufficiently devests himself, and the seisin [of the feoffee] is sufficiently good: but if he (the feoffor) do not give the goods therein, and they be not turned out, the feoffment is worth nothing. Witness [a case in] the Eyre of Hereford.

Nota. § Note that if, in a Quo Warranto, he against whom the writ is brought say that he does not claim to have the franchise of holding pleas of the Crown, yet not for that shall he be quit; but the King's serjeant shall be received to aver that he did theretofore hold pleas of the Crown, without warrant, and in despite of our lord the King &c.

Quo warranto. § Our lord the King brought a Quo Warranto against Sir Richard de Baskervile, and demanded by what warrant he claimed to hold pleas "de vetito namio," and to take fines for breaches of the assise of bread and ale, and to have a pillory and a tumbril and gallows in his manor of Erdisley; and said that King Henry was seised of those franchises in the same place; and likewise King John and King Richard.—*Kyng.* You can not, in this writ of Right, demand on the seisin of Kings Richard and John and Henry, in such wise that if one fails you may hold to the others.—*Louther.* Sir, we can; since the King is prerogative.—*Kyngesheinde* said to his companions,—We can not plead with the King in the same way as we can with another person.—*King.* Sir, we tell you that at the time of the Conquest the manors with the franchises appurtenant were given to those who could lay hold of them; and we tell you, Sir, that the ancestors of Sir Richard have been seised of these franchises [ever] since the Conquest, which is a time more remote than the time limited for a writ of Right; and neither King Henry nor King John nor

§ Nota, sy un ke feffe un autre de un mes &c., e doune a le feffe touz les benz ke sunt leinz, asez yl se ad demys, e la seisine est asset bon; mes sy yl ne doune pas le bens ke sunt leinz, e ne seyent pas oustes, le feffement ne vaut rens. Teste Itinere de Hereford. A.D. 1292. Nota.

§ Nota, en le quo warranto, sy cely sur ky le bref vent dye ke yl ne clayme nent de aver tele franchisse de tenyr play de la Corone, par icoe ne serra yl nent quite; mes le serjant le Roy serra ressu de averrer ke yl tent play de la Corone devant ycoe, sanz garrant, en depyt nostre seynur le Roy &c. Nota.

§ Nostre seynur le Roy porta le Quo Warranto ver Sire Ricard de Baskyvile, e yl y demanda par quey garrent yl clama tenyr play de la coroune, coe est saver tenyr play de we de nam, prendre amercyement pur[1] assise de payn e de service enfreynte, e de aver pillory e Tombel e fourges en son maner de Erdisleie; e dyt ke le Roy Henry fut seisi de cele franchisse aver en meme le lu, e le Roy Jon, e le Roy Ricard. —*Kynge.* Vus ne poez nent demander de la seysyne le Roy Ricard e Jon e Henry, issi ke sy un vus faut ke vus prendrez al autre, en cety bref de dreit.—*Lowiere.* Sire, si; pus le Roy sy est prerogatyf.—*Kyngisheinde* dixit sociis suis, Nus ne poum pleder ove le Roy aussy com od un autre.—*Kinge.* Sire, nus vus diom ke en tens de conqueste si furent les maners od les franchisses ke furent apurtenants donez a seus ke les poreynt conquere; e vus diom, Syre, ke les ancestres Sire Ricard unt este seisi de cele franchisse pus le conqueste, ke est plus haut tens ke lymytacion de bref de dreit, issi ke le Roy Henri ne le Roy Jon Quo warrento.

[1] MS. par.

A.D. 1292. King Richard was ever seised; ready &c.—*Louther.* He ought not to get to that averment, unless this plea were between equals; and inasmuch as he has no special grant from the King, we pray judgment. He can not have this regality without a special grant from the King; otherwise there would be two Kings in one territory.—*Kynge.* Ready to aver as aforesaid.—*Louther.* Kings Henry and John and Richard were seised; ready &c.—Therefore &c.

Dower. § One Alice brought a writ of Dower against B.—B. vouched to warranty one John de C. and Joan his wife and Richard Danyel, who was under age, and one Richard de la Bere who held part of the heritage of the said Richard Danyel by the curtesy of England.—*Spigornel.* We think that in such wise as one vouches others to warranty, in like manner ought he to bind them to warranty: but by the form of the voucher they have dismissed Richard de la Bere from the warranty; because from what he holds he can not recompense in value: so we pray judgment of the form of the voucher.—*Kynge.* You assert what you wish. We have not dismissed him from the warranty; for we have vouched him by reason that he holds part of the heritage of Richard Danyel, out of whose heritage we shall have recompense in value.—*Louther.* Every warranty is in the Right; and you have vouched Richard de la Bere by reason of tenements which he holds: ready &c. that he can not recompense in value, either in the Right or otherwise. Judgment. — *Kynge.* You assert what you wish. A woman who holds in dower does not vouch in the Right, but as of freehold.—KAVE. Will you warrant or not?—*Spigornel.* The voucher would have been good enough if she had not vouched Richard de la Bere.—*Kinge.* We did so because he holds portion of the tenements out of which we ought to have recompense in value if Richard Danyel had not others

ne le Roy Ricard ne furent unkes seisi; prest &c. A.D. 1292.
—*Lowiere.* A cel averement ne deit yl avenir, sy yl ne fut per a per: e desicom yl nat nul espesialte du Roy, demandom jugement: ke yl ne put pas aver cel Regal sanz especialte deu Roy; ke issi ensuereit ke deus Roys sereyent en une terre. — *Kynge.* Prest de averrer com avant e dyt.—*Lowyere.* Ke le Roy Henri Jon e Ricard furent seisi; prest &c.—Ideo &c.

§ Une Alice porta bref de dowere ver B.—B vocha Dowere.
a garrantie un Jon de C. e Jone sa femme, e Ricard Danyel ke est deynz age, e uń Ricard de la Bere ke teynt partye del heritage meme cely Ricard Danyel par la cortesie de Engletere. — *Spigornel.* Nus entendom ke en meme la manere com hom vochera autres a garrant, en meme la manere yl les deyt lyer a la garrantie; mes par la fourme de le vocher sy unt yl desavolupe Ricard de la Bere de la garrantie; ke de coe ke yl tent sy ne put yl pas fere a la value: dunt demandom jugement de la fourme del vocher.—*Kynge.* Vus dystes vostre talent; nus ne le avum pas desavolupe de la garrantie; ke nus le avum voche par la resone ke yl teynt partye del heritage Ricard Danyel, de ky heritage nus avyum[1] a la value. — *Lowiere.* Chekun garrantie est en le dreit; e vus avez voche Ricard de la Bere par la resone des tenements ke yl tenent; prest &c. ke ne pout pas fere a la value en le dreit, ne autrement. Jugement. — *Kynge.* Vus dystes vostre talent: femme ke tent en dowere ne vowche nent en le dreit, mes com de franc tenement.—KAVE. Volez garanter ou nun?—*Spigornel.* Le vocher ut este asez bon sanz coe ke ele ut voche Ricard de la Bere. — *Kinge.* Nus le feymes ke yl teynt partye des tenements dunt nus devyrom aver a la value sy yl, Ricard Danyel, ne out dunt fere a la value aylurs.—

[1] Should be "averum."

A.D. 1292. whereout to make recompense in value.—*Spigornel.* We are willing to warrant. And we tell you that she ought not to have dower; for the reason that Beatrice, against whom this writ of Dower is brought, was first endowed [of the tenement] on the endowment of her husband Robert: judgment if she can demand dower out of dower.—*Howard.* This exception does not lie in the mouth of you who are a total stranger; for it lies solely in the mouth of her who holds by way of dower.—*Spigornel.* You assert what you wish. And on the other hand, we are vouched as heir; and thus we are not a stranger; and we pray judgment if the exception do not well lie in our mouth.—It does so.

Right. § The Earl of Hereford brought a writ of Right in the Bench against the Abbat of Tyrrun. There they pleaded by attornies, down to the Great Assise. After the mise, in the Eyre of Hereford they were adjourned for the purpose of taking the Great Assise. After the adjournment the Abbat made default.—*Howard* (for the Earl) prayed judgment of the Abbat's default, and held outright to the default.—*Tyltone.* Tell us on what day was the default whereof you pray judgment; put it to us specifically, and we will answer you.—BEREWIKE. It was the first day of the summons; that was the morrow of our first day's sitting. Answer thereto.—*Tyltone* said that he could not have made default; for the reason that on such a day whilst pursuing his direct road thither he was seized by robbers and bound; and that, immediately after he was unloosed, he raised the hue and cry to the Coroner and to the four adjacent vills, and told the particulars; and that he came here as quickly as he could; wherefore he could not [be said to] make default.—*Howard.* Sir, if that were the case, he ought immediately on his arrival at the town, to have come and related the affair to the Justice: but, for three days after he came,

Spigornel. Nus volum garranter. E vus diom ke ele ne deit dowere aver; par la resone ke cele Betrice, ver ky ceti bref de dowere est porte, fut primes dowe de le dowement Robert son baron. Jugement si dowere de dowere pusse demander.—*Howard.* Cete excepcion ne gyst pas en vostre bouche ke eytes tot estrange; kar ele gist taunt solement en la bouche cele ke tent en nun [de] dowere.—*Spigornel.* Vus dystes vostre talent. E de autre part, nus sumes voche cum heyr; e yssy nus sumes pas estrange; e demandom jugement sy la excepcyon ne gisse ben en nostre bouche. —Sic facit. A.D. 1292.

§ Le Cunte de Hereford porta un bref de dreit en bank ver le Abbe de Tyrrun. Yl plederent la jekes a la grant assise, par atornez. Apres la misse en le Hereforde Heyre furent ajornez de prendre la grant assise. Apres lenjornement le Abbe fit defaute.—*Howard* (pur le Cunte) demanda jugement de la defaute le Abbe, e se prit atrenche a la defaute. — *Tyltone.* Dytes nus de queu jour vus demandez jugement de la defaute: sy metez nus en certein, e nus vus respundrom.— Berewike. De la premer jour de la somonz se fut lendemeyn ke nus seymes a deprimes: responez la.— *Tyltone* dyst ke defaute ne pout yl fere; par la resone ke yl fut pris enchemynant saun dreyt par larons e lye, teu jour; e apres coe ke yl fut delye meintynant yl leva heu e cry e a la Corouner e a .iiii. viles envirun, e dyst le cas; e aussy vitement com yl pout vint sa; par quey defaute ne pout yl fere.—*Howard.* Sire, sy issi ut este, yl dust aver venu aussitout com yl fut venus en vile, e aver demustre la chose a la Justice; Dreit.

A.D. 1292. he was silent, and told nothing about this to the Justices: judgment.—*Tiltone.* As before, ready &c.—And at last *Howard* was obliged to accept the averment.—Therefore let it be certified to the Justices by an inquest of the country where the deed occurred, [the return to be] sealed with the seals of the Sheriff of the county and the Coroner &c.

The course will be the same if one be prevented from coming by floods.

Right. § One Adam brought a writ of Right against B.—*B.* Sir, by the Pone he supposes that the plea was in the County Court; and we tell you that the plea never was in the County Court or in his lord's Court. Judgment if we ought to answer.—*Howard* (for B.) Sir, B. never was summoned at the County Court in this writ of Right; so that you can not say that the plea was in the County Court, as the Pone supposes. Judgment if we ought to answer.—(Note, that by the summons a plea is in the County Court, and may be removed into the Bench or into the Eyre, although no County Court be held after the purchase of the Pone and before the plea be removed.)—*Louther.* By the Pone the plea is in this Court; and the Sheriff testifies that it was in the County Court; and you are present before the Justices. Judgment if you ought not to answer.—*Kinge.* As before.—*Louther.* This challenge does not lie in the tenant's mouth; you shall take no benefit thereby. Let the lord or the Sheriff come and challenge that. And, on the other hand, it may be that the lord had remised his Court to the Sheriff.—*Kynge.* Sir, if you adjudge that we ought to answer, we will answer willingly.—*Louther.* This is a writ of Right, in which writ we have offered suit and proof against you, and you answer not; judgment of you as undefended.—*Kynge.* Judgment if we ought to answer: and if you adjudge [that we ought], we will answer willingly.

e yl apres coe ke yl fut venuz par treis jours se tut, A.D. 1292.
e nul ren de coe ne demustra a les Justices. Jugement. —*Tiltone.* Ut prius, prest &c.—E adreyn il covendreyt ke *Howard* preyt lenverrement. Ideo certioretur justiciariis per inquisitionem patriæ ubi factum fuit, sigillatam sub sigillo Vicecomitis patriæ et coronatoris &c.

En meyme la manere est sy home seyt destorbe par crecine ke yl ne put venyr.

§ Un Adam porta bref [de] dreit ver B.—*B.* Sire, Dreit.
yl suppose par le pone ke la parole fut en conte; e vus diom ke la parole ne fut unkes en cunte, ne en la court son seynur. Jugement si nus devum respundre. —*Howard* (pur B.) Sire, B. ne fut unkes somunz al cunte en cety bref de dreit; par quey vus ne poez dire ke la parole fut en cunte sicom le pone suppose. Jugement sy nus devum respundre.—Nota, ke par la somonz est la parole en cunte, e put estre remue en bank ou en Eyre, tut ne aveit yl nul cunte tenu apres le pone purchase einz ke la parole fut remue.—*Lowiere.* La parole est seinz par pone; e le viconte teymoine ke ele fut en cunte; e vus present estes devant Justice. Jugement si vus ne devez respundre.—*Kinge.* Ut prius.—*Lowiere.* Coe chalange ne git pas en la bouche le tenant; ke par tant ne prendriez vus nul avantage. Vine le seynur ou le viconte e chalange cel. E de autre part, yl porreit estre ke le seynur aveit rellesse sa court a viconte.—*Kynge.* Syre, sy vus agardez ke nus devum respundre, nus respundrum volunters.—*Lowere.* Coe est un bref de dreit, a queu bref nus avum tendu seute e dereyne ver vus, e vous ne responez nent. Jugement de vus com de nun defendu.—*Kynge.* Jugement sy nus devum respundre: e si vus agardez, nus respundrom volunters.—

A.D. 1292. —*Louther.* You shall not get to that; for this is a writ of Right: judgment as of one undefended.—Notwithstanding this, he answered. But he was not undefended, but answered over by order of the Court.

Mordancester.

§ One Adam brought a writ of Mordancester on the death of his mother, against B.—*B.* Sir, we freely admit that his ancestor died seised &c.; but we tell you that we hold by the law of England that land which is demanded, of the heritage of one Joan his wife.—*Adam.* By Statute you can not claim by the law of England; for we tell you that the tenements now demanded were given to our father and our mother in frank-marriage, to hold to them and to the heirs of their bodies &c. —*B.* Sir, we tell you that the tenements now demanded were given in fee simple to her first husband and his wife, whom I married, and their heirs; judgment if by the law of England I can not claim.—*Adam.* It was in frank-marriage; ready &c.—*B.* It was to them and their heirs in fee simple; ready &c.—THE ASSISE came, and said that it was in frank-marriage.—[THE JUSTICE.] Because it is found by the Assise of Mordancester that the tenements were given in frank-marriage &c., and not in fee simple as B. says, and because it is admitted that his ancestor &c., this Court adjudges that Adam do recover his seisin, and that the other be in mercy. Now, discuss the damages.—And they did so.

Writ of Nuisance.

§ One Robert brought a writ of Nuisance against Willam le Chaundeus; and said that he had constructed a foss in W. to the nuisance of his freehold in the said vill; and he prayed the Assise, and said that the ancestor of William Chaundeus granted to him housebote and haybote in his wood at such a place, as an appurtenance to his freehold in W.; and that he had a right of way for his cart direct from his house at W.

Lowyere. Vus ne avendrez pas; ke coe est un bref de dreit. Jugement com de nun defendu.—Yl respundi, hoc non obstante. Mes yl ne fut pas nun defendu, sed respondit par agarde de la court outre. A.D. 1292.

§ Un Adam porta bref de mordancestre, de la mort sa mere, ver B.—*B.* Sire, nus grantom ben ke son auncestre morut seisi &c.; mes nus vus diom ke nus tenum cele terre demande par la ley de Engleterre del heritage une Jone sa femme.—*Adam.* Par la ley de Engleterre ne poez clamer par Statut[1]; ke nus vus diom ke les tenementz ore demandez sy furent donez a mun pere e a ma mere en franc mariage, a eus e a lur heyrs de lur cors &c.—*B.* Sire, nus vus diom ke les tenements ore demandez furent donez simplement a son primer baron e sa femme, la quele joe esposa, e a leur heyrs; jugement sy par la ley de Engleterre ne pusse clamer. —*Adam.* En franc mariage; prest &c.—*B.* A eus e a lur heyrs simplement; prest &c.—LASYSE vint, e dyt ke en franc mariage.—E pur coe ke ateint est par assisse de mordancestre ke les tenements furent donez en franc mariage &c., e nent symplement com B. dyt, e grante est ke son ancestre &c., sy agard cete Court ke Adam recovere sa seysine, e lautre en la mercye. Enparlez de damages.—Et fecerunt. Mordancestre.

§ Un Robert porta bref de annussaunce ver Willem le Chaundeus; e dyt ke yl aveit leve un fosse en W. annusant a son franc tenement en meme la vile; e pria lasisse; e dyt ke lancestre Willem Chandez granta a ly ousbote e heybote en son boys de tel leu, cum apurtenant a son franc tenement en W.; e yl aveyt sa veye directe a sa charette de sa mesone en Bref de annusance.

[1] 13 Edw. I. De donis.

A.D. 1292. to the aforesaid wood; and that William had constructed a foss &c. in the said wood, so that it was necessary for him (Robert) to make a detour of two leagues.—*Howard.* Whereas he complains that William Chaundeus has constructed a foss in W. to the nuisance of his freehold in the same vill, we tell you that the freehold, to which that housebote &c. is appurtenant, is not in W., but is in C.; and if it be found &c., then we tell you over that it can not be denied &c. as above.—*Howard.* It can not be denied that William's father granted to him housebote &c. to be taken by livery &c. from his bailiff: and we will tell you the manner in which he has constructed this foss. The wood is a large one, and William has constructed a foss in the depths of the wood, in order that he may approve, as it is lawful for a chief lord to do; and there is enough wood outside the foss where he can have sufficient housebote and haybote by livery from William's bailiff. And even if that portion of the wood which is outside were used up and destroyed, he could have sufficient housebote &c. elsewhere in the said wood and nearer by half a league to his freehold: therefore it is not to the nuisance &c.—THE ASSISE came and said as *Howard* said.—Therefore Robert took nothing by his writ.

Trespass. § Walter de la Barre and others named in the writ were attached to answer John Lovet in a plea why upon the said John, at Hereford, with force and arms they made an onset, and beat and imprisoned and ill-treated him, and the goods of the said John, found in his possession, to the value of twenty pounds, with force and arms took and carried away, and other grievous things did to him, to the heavy damage of the said John, and against the peace &c.: and whereof it is complained that the aforesaid Walter and the others did, on the Wednesday before Palm Sunday in the fourteenth year

W. jekes a la boys avantdyt; la ad Willem leve un fosse &c. en meme le boys, ke yl covent ke yl auge par deuz leues entour.—*Houard.* La ou yl se pleynt ke Willem Chandeus sy ad leve un fosse en W. annusant a son franc tenement en meme la vile, nus vus diom ke le franc tenement, a queu franc tenement cel housbote &c. est apurtenant, neit pas en W., einz est en C.; e sy trove seit &c., dunke diom nus outre ke ne put estre dedyt &c. ut supra.—*Howard.* Ne put estre dedyt ke le pere Willem ne granta a ly housbote &c. de prendre par livere &c. de son baylyf: e vus diom la manere coment yl ad leve ceu fosse. Le boys si est un grant boys; e Willem sy ad leve un fosse ben dedeynz le boys pur cey aprover, cum yl lyt a chef seynur; issy ke yl y ad asez boys de hors le fosse ou yl put aver housbote e heybote asset par la livere le baylyf Willem. E tut fut cele partye de le boys ke est de ors despendue e destrute, sy porreit yl aver assez a housbote &c. aylours en meme le boys, e plus pres a son franc tenement de une demye leue de veye: par quey yl neyt pas annussant &c. — LASYSSE vint e dyt sycom *Houard* aveyt dyt. Par quey nil cepit per breve. A.D. 1292.

§ Walterus de la Barre et alii in brevi nominati attachiati fuerunt ad respondendum Johanni Lovet de placito quare in ipsum Johannem apud Hereford vi et armis insultum fecerunt et ipsum verberaverunt et inprisonaverunt et male tractaverunt, et bona ipsius Johannis secum inventa ad valentiam .xx. librarum vi et armis ceperunt et asportaverunt, et alia enormia ei intulerunt, ad grave damnum ipsius Johannis et contra pacem &c.: Et unde queritur quod prædictus W. et alii, die Mercurii ante diem dominicum in Ramis Palmarum anno regni regis nunc xiiii°., in ipsum Johannem Trespas. Jon Lovet.

A.D. 1292. of the reign of the present King, on the said John Lovet at Hereford with force and arms, to wit with swords and staves and things of that kind make an onset and beat and wound, and did there imprison him and keep him in prison for eighteen days, and the goods and chattels of the said John found in his possession to wit bed-clothes, robes, bows and arrows and other goods of the said John to the value of twenty pounds, did take and carry away, and other grievous things do to him, against the peace, and in consequence whereof he suffered loss and was damaged to the amount of forty pounds and thereupon he brings suit.—And the aforesaid Walter and the others come and deny the force and injury, when &c. And John Litfot and W. Hamelyn entirely deny that they on the day and year [aforesaid] did take or imprison the said John, or any other disgraceful thing do to him, as he alleges against them; because they say that at that time the said John was at London, and the said W. was at Bristol; and as to this, they put themselves on the country.—Therefore as to that let there be a Jury.—And Reginald and the others say that on the day aforesaid there was a quarrel between a certain Nicholas de Loutone and a certain John de Burhulle, during which the aforesaid J. Lovet ordered the aforesaid Nicholas to slay the aforesaid John de Burehulle; on which order, the said Nicholas gave the said John de Burehulle a certain wound with a certain knife, in consequence of which he raised the hue. And the said Reginald and others came, and seeing that the said wound was so dangerous that the life of the said John was despaired of, wished to have attached the said Nicholas and John [Lovet]; who, refusing to come and yield to the peace of our lord the King, fled; and the said J. Lovet fled to his inn in a certain garden in the said town, and, drawing his sword, defended himself so stoutly that the aforesaid Reginald and the others could barely capture him; and the afore-

Lovet apud Hereford vi et armis, scilicet gladiis et baculis et hujusmodi, insultus fecerunt verberaverunt et vulnaverunt, et ibidem inprisonaverunt et inprisonatum .x. et octo dies detinuerunt, et bona et catalla ipsius Johannis secum inventa, scilicet pannos lecti, robas arcus et sagittas et alia bona dicti Johannis, ad valentiam .xx. librarum, ceperunt et asportaverunt, et alia enormia ei intulerunt, contra pacem; et unde deterioratus est et damnum habet ad valentiam .xl. librarum: et inde producit sectam.—Et prædictus Walterus et alii veniunt et defendunt vim et injuriam, et quando &c. Et Johannes Litfot et W. Hamelyn bene defendunt quod ipsi die et anno ipsum Johannem non ceperunt nec inprisonaverunt, nec aliquam aliam turpitudinem ei fecerunt sicut eis imponit; quia dicunt quod prædictus Johannes fuit apud Londonium, et prædictus W. apud Brustolle tunc; et de hoc ponunt se super patriam.—Ideo fiat inde jurata.—Et Reginaldus et alii dicunt quod prædicto die fuit quædam contentio inter quemdam Nicholaum de Loutone et quemdam Johannem de Burhulle, ita quod prædictus J. Lovet precepit prædicto N. quod occideret prædictum Johannem de Burehulle; per quod præceptum idem N. prædicto Johanni de B. fecit quamdam plagam cum quodam cultello, propter quod hutesium levavit. Et idem Reginaldus et alii ibidem venerunt, et videntes prædictam plagam ita fore periculosam quod de vita ipsius J. disperabatur, voluerunt atachiasse prædictos N. et J.; qui ad pacem domini Regis venire et se reddere nolentes fugerunt; ita quod prædictus J. Lovet fugit ad ospitium suum in quodam gardino in eadem villa, et gladio suo extracto ita se defendebat quod prædicti Reginaldus[1] et alii ipsum vix ceperunt; A.D. 1292.

[1] MS. Rogerus.

A.D. 1292. said R. and W. Godeknave, then one of the bailiffs of Hereford, together with a certain John le Gauter likewise bailiff of the said town, imprisoned the said John Lovet on account of the said order, flight and defence. Afterwards, to wit after the lapse of the next three days, came a certain Roger Gyffard, a serving-boy of the said John de Borehulle, and bound himself to prosecute the said Nicholas and John [Lovet] for the death of the said John de Borehulle, if it should chance that the said John de Borehulle should die of the said wound: in consequence of which, the said Reginald and the others kept the said John [Lovet] in prison until he was delivered by the writ of our lord the King &c. called Replegiari. And the aforesaid bailiffs were willing to have restored him three swords which they had taken when they took him; but he refused to take them back: and that no other disgraceful thing they did to him, they put themselves on the country. And John Lovet prays judgment of the aforesaid avowry,—inasmuch as the said Reginald and the others do not say that the aforesaid Nicholas was convicted of the said deed,—if, on account of the aforesaid order which the said Reginald and the others allege that the said J. Lovet gave to the said Nicholas &c., they ought to have imprisoned the said J. Lovet, as they admit &c. And *William Howard* (for the said J. Lovet) said that if any one commit any crime in the bailiwick of any liberty, the bailiffs of the said liberty shall come to him with their white staves, in a peaceable way, and shall tell him to yield himself to the peace of our lord the King; and that if he will not, but defend himself, then at length it is lawful for the bailiffs with their force to take him, and to put him in prison if he be liable to imprisonment, or to arrest him if he be not liable to imprisonment, but only arrestable; and not to come to take him in the first instance with swords &c., to wit armed in warlike guise; for in the latter case it is lawful for him to defend himself. And inasmuch as

et prædicti R. e W. Godekane tunc ballivas Herefordiæ, A.D. 1292.
simul cum quodam Johanne le Gauter similiter ballivo ejusdem villæ, ipsum J. Lovet, pro prædictis precepto fuga et defensione inprisonaverunt. Postea, post tres dies proximo sequentes, venit quidem Rogerus Gyffard, garcio dicti J. de B., et se atachiavit ad prosequendum versus prædictos N. et J. pro morte dicti Johannis de B., si contingisset ipsum J. de B. de plaga prædicta mortuum fuisse: propter quod prædictus R. et alii ipsum J. in prisona detinuerunt quousque deliberatus fuit per breve domini Regis &c. quod vocatur Replegiari. Et prædicti ballivi reddere ei voluerunt tres gladios, quos cum eo ceperunt; qui eos recipere renuit; et quod aliam turpitudinem ei non fecerunt ponunt se super patriam. Et Johannes Lovet petit judicium de prædicta advocatione, desicut idem R. et alii non dicunt quod prædictus N. de prædicto facto fuit convictus, si ipsum J. Lovet, pro prædicto præcepto quod iidem Reginaldus[1] et alii asserunt ipsum J. Lovet fecisse prædicto N. &c., inprisonasse debuerunt sicut cognoscunt &c. Et *Willelmus*[2] *Howard*, pro prædicto J. Lovet, dicebat quod si quis faciat aliquid delictum in balliva alicujus libertatis, ipsi ballivi ejusdem loci venient cum alba virga sua ad modum pacis, et dicent ei quod reddat se paci domini Regis; quod si noluerit sed se defendit, tunc demum licitum est ballivis cum Robore suo ipsum capere, et inprisonare si sit prisonabilis, vel ipsum arestare si non sit prisonabilis, sed arestabilis,[3] et non venire ad ipsum capiendum statim cum gladiis &c., videlicet armati ad modum belli; nam in isto casu licitum est sibi ei defendere: et desicut

[1] MS. Rogerus.
[2] MS. ballivus.
[3] MS. aristalibus.

A.D. 1292. they avowed the imprisoning and the going to him in a warlike manner as though for the purpose of fighting, and not in the manner aforesaid in a peaceable way, and imprisoned him in circumstances where he ought not to have been imprisoned but only to have been arrested until he should have found pledges &c., we pray judgment of their avowry.

Note, that the bailiffs of a liberty have no power of determining an appeal: and so they have no power to take from any one gages and pledges to prosecute an appeal before them. Because they so made the avowry, therefore it was null.

Writ of Entry. Note.

§ Note, that Reginald de Balun brought a writ of Entry against Edmund le Mortimer in the Eyre of Hereford, and demanded from him the manor of Marcle. A woman brought another writ [to wit] of Dower for the third part of the same manor against Sir Edmund. An agreement was made between Reginald and Edmund, that Edmund should yield up the manor &c. to Reginald, and that Reginald should answer the woman in her writ of Dower.—BEREWIKE. Who is to answer the woman who brings the writ of Dower? By St. James, I should like to know.—*Edmund.* Sir, it will be Reginald.

Note, the writ of Dower was adjourned until an issue was taken in the writ of Entry: and the writ of Dower was purchased last.

Mordancester.

§ One Adam brought an Assise of Mordancester against a woman tenant in dower. The woman vouched to warranty Sir Hugh Torbevile, for the reason that she was the wife of T. de Torbevile, the father of Hugh. Hugh, after the death of his father, entered upon all the tenements, and assigned dower to the said woman; and thus the reversion belongs to him; therefore (said she) we vouch him by reason of the

ipsi advocaverunt inprisonamentum et ad ipsum venire ad modum belli, sicut pugnando, et non modo prædicto in forma pacis, et ipsum inprisonarunt ubi non fuit prisonabilis sed arestendus tantum quousque invenerit plegios &c., petimus judicium de advocatione eorum. A.D. 1292.

Nota quod ballivi libertatis non habent potestatem determinandi appellam: et ideo non habent potestatem recipiendi vadia et plegios de aliquo ad prosequendum appellum coram eis. Quia ideo fecerunt advocationem, ideo nulla fuit.

§ Nota, Reynald de Balun porta bref de Entre ver Edmund le Mortimer en le heyre de Hereford, e ly demanda la maner de Marcle.[1] Une femme porta un autre bref de dowere de la terce partye de meme la manere ver Sire Edmund aussi. Le acord se prit par entre Reynald e Edmund, ke Edmund rendreit la maner &c. a Reynald, e ke Reynald respundreit a la femme a son bref de dowere.—BEREWIKE. Ky respundra a la femme ke porte bref de dowere? par seint Jake, joe saverey.—*Edmund.* Sire, Reynald.—Nota, ke le bref de dowere fut delaye jekes le bref de entre prit issue; e le bref de dowere fut drein purchasse. Bref de Entre. Nota.

§ Un Adam porta un assise de mordancestre ver une femme ke teint en dowere.—La feme vocha a garrantie Sire Heue Torbevile, par la resone ke ele fut la femme T. de Torbevyle, pere Heue. Hue, apres la mort son pere, entra en touz les tenementz, e assigna dowere a meyme cety femme; e issy la revercyon a ly apent; par quey nus le vochom par la Mord de auncestre.

[1] This name has been substituted for the letter C. See p. 143 post.

A.D. 1292. reversion.—*Optone.* Sir, my lord Sir Hugh does not claim any reversion in the tenements; so we pray judgment if &c.—*Spigornel.* He ought not to be received to say that; for that may be by collusion between the demandant and the vouchee, in order that the woman may lose her dower: so we pray judgment if—inasmuch as he himself, as son and heir, did after the death of her husband assign dower to her, and inasmuch as the reversion belongs to him, although he claims nothing,—he do not owe us warranty.—*Optone.* And we pray judgment if,—inasmuch as you vouch us by reason of the reversion and we claim nothing in the reversion,—we ought thereby to warrant.

Note. § Note that, one may vouch to warranty in a writ of Entry based on novel disseisin; but only within the degrees.

Note. § Note that, if one lease his land to another by way of pledge for twenty marks, with a condition that whenever he shall pay the twenty marks he shall have back his land, in that case he to whom the land is in pledge has neither fee nor freehold thereby.

Note. § Note that, if one demand land by Formedon, either in the "reverter" or in the "descender," it is not necessary that he have any evidence of the form, except matter in pais; for although he have not any charter, he shall be received to aver by good matter in pais that the thing was thus given.

Replegiari. § One Adam brought the Replegiari against the Abbat of Cunges; and said that tortiously &c.—The Abbat avowed the taking good &c., by reason that one Robert le Mouner, his (Adam's) father, held the land of him &c. by payment of two marks and a half by the year, to wit so much at such a time &c., and by

resone de la reversyon.—*Optone.* Sire, mun seinur Sire Hue ne cleyme nulle reversion en les tenements; dunt demandom jugement si &c.—*Spigornel.* A coe dire ne deit yl estre ressu; ke coe put estre par collucyon par entre le demandant e le voche, pur coe ke la femme perdreit son dowere; dunt demandom jugement, de sicom yl meme luy assigna dowere apres la mort son baron cum fiiz e heyr, e desicom la revercion a ly apent coment ke yl ne cleyme ren, sy yl nus ne deyve garrantie. — *Optone.* E nus jugement, desicom vus nus vochez par la reson de la reversion, e nus ne clamum ren en la reversion, sy nus devum garrantir par tant. A.D. 1292.

§ Nota, ke un home put vocher a garrantie en bref de entre funde sur la novele disseisine. Infra gradus tamen. Nota.

§ Nota si un home lesse sa tere a un autre en gage pur .xx. mars, issi ke a quel oure ke yl paye le .xx. mars ke yl eit sa tere arere, en coe cas cely a ky la tere est en gage ne ad fee ne franc tenement par tant. Nota.

§ Nota, si home demande une tere par fourme de doun, le quel coe seit par le revertere ou par le descendre, neyt pas mester ke yl eyt ren de la fourme fors pais; kar tut neit yl nule chartre, yl serra ressu de averrer par bon pais ke la chosse fut yssi done. Nota.

§ Un Adam porta le Replegiari ver le Abbe de Cunges; e dit ke atort &c.—Le Abbe auvoua la prise bone &c., par la resone ke un Robert le Mouner son pere teynt de ly &c. pur deuz mars e demi, coe est [a] saver a teu terme tant &c. par an, e pur feute e relef; Replegiari.

A.D. 1292. fealty and relief; of which two marks and a half and the fealty and relief he was seised; so, for the relief of two marks and a half on the death of his father, which are in arrear, he avows the taking good &c. —*Kynge.* Sir, whereas he avows the taking to be good for the relief &c., and says that they have been seised; we say, Never seised, ready &c.—*Tyltone.* Sir, now this relief is the very first that we could have taken; by reason that his father, on whose death we demand this relief, was the first person who was enfeoffed by our predecessor: and we pray judgment if he ought to be received to that averment, inasmuch as we have been seised of the rent which is the principal.—*Kynge* waived that; and said, Sir, see here his own deed which states that, for two marks and a half by the year we are to be quit of all services, customs and secular demands; thereupon we pray judgment if, in opposition to his own deed, he ought to be received to that averment.—*Tiltone.* Relief is not a service, but is dependent on a service; and inasmuch as we are seised of the rent which is the principal, judgment &c. —*Kynge.* Relief is a secular demand; and your deed states "for every secular demand;" judgment.—*Tiltone.* Do you admit that we have been seised of the rent? —*Kynge* admitted it.—*Tiltone.* And we pray judgment, inasmuch as you admit that we are seised of the principal, if &c.—*Kynge* waived all that; [and said] Sir, he can not avow the taking as for relief in respect of socage land; for the reason that our feoffment states, at the end, "except royal service;" and thus we hold by knight-service and not by socage; and they have avowed the taking to be good on account of relief for socage; whereas they might have avowed for relief for knight-service, since that is a service which draws to itself fealty and relief and wardship &c., and have prayed judgment: we pray judgment of their avowry.—BEREWIKE. The charter does not say

de que deuz mars e demi e de la feute e de le relef A.D. 1292.
yl fut seisi; dunt pur le relef ke arere ly est de le deuz mars e demy de la mort son pere, yl auvoue la prise, bone &c.—*Kynge.* Sire, la ou yl auvoue la prise bone pur relef &c., e dyt ke yl unt este seisy; unkes seisi, prest &c.—*Tyltone.* Sire, ore est coe relef le primerein ke nus purriom aver pris; par la reson ke son pere, de ky mort nus demandom teu relef, fut le primer feffe par nostre pridecessor: e demandom jugement sy yl deive estre ressu a tel averrement, desicom nus avum este seisy de la rente ke est principal.—*Kynge* weyva cel, e dyt, Sire, veez issi son fet demen ke veut ke nus seom quites pur deuz mars e demi par an pur touz cervices coustumes e seculers demandes; dunt demandom jugement sy a tel auvouere deive estre ressu encontre son fet demene.—*Tiltone.* Relef neit pas service, einz est dependant de service; e desicom nus sumes seisi de la rente ke est principal, jugement &c.—*Kynge.* Relef si est un seculer demande; e wostre fet "pro omni seculari demanda;" jugement. —*Tiltone.* Grantez ke nus avum este seisi de la rente.—*Kynge* le granta.—*Tiltone.* E nus jugement, desicom vus grantez ke nus sumes seisi de principal, sy &c.—*Kynge.* weya tot cel. Syre, yl ne put por relyf de sokage la prise auvouer; par la resone ke nostre feffement veut en la fyn "salvo regaly servicio;" e issi tenum nus par service de chevaler e nent par sokage; e il unt auvoue la prise bone pur relef de socage, la ou yl poeient aver avoue pur relef de service de chivaler, pus kyl est service ke tret[1] a ly feute[2] e relef e garde &c., e demande jugement; jugement de lur avouerie.—BEREWIKE. La chartre ne dist

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[1] MS. ly est pus ke serra tret. | [2] MS. rente.

A.D. 1292. "saving to me royal service;" if it said so, that would be something, as he would hold of you by knight-service; but it says only, "saving royal service," and this is to be understood of doing suit to the Sheriff's tourn and to the County Court and to the Hundred Court; these being royal services belonging to the King. —*Spigornel.* We admit that we hold of him by knight-service; judgment of this avowry.—BEREWIKE. Let us then know for certain by what knight-service you claim to hold of him, and of what the Abbat or his predecessors have been seised.—*Kynge.* We do not hold more than three acres by knight-service; therefore we are not able to tell for how much we hold of him, before coming to an account.—KAVE. And because you, who are tenant, ought to have known by what services you hold your land, and you can not tell; and you can not tell by what knight-service the Abbat or his predecessor have been seised by the hands of you or your ancestors; and as you have admitted that the Abbat has been seised of the rent of two marks and a half, which is the principal; therefore this Court adjudges that his avowry is good for the relief which is one of the appendances; and that the Abbat have Return of the beasts; and that Adam be in mercy for his false plaint.

Waste. Note.

§ One Adam, an infant under age, brought a writ of Waste against B. to whom Adam's chief lord had leased the wardship of him and of his lands.—*Tyltone.* Sir, he supposes by his writ that B. is chief lord, and that he has, as chief lord, the wardship of him and of his lands; but we tell you that he is not chief lord: judgment of his writ.—*Howard.* Have you the wardship or not? answer on that head.—*Tiltone.* Not as chief lord, but by lease from the chief lord: judgment if we ought to answer.—It was adjudged they ought to answer.—*Tiltone* said that B. had not committed

nent "salvo mihi regaly servicio;" e sy[1] ele deit issi, coe serreit akune chosse, ke yl tendreit de vus par service de chivaler; mes ele dyt tant solement "salvo "regali servicio;" e coe pust estre entendu de fere seute a tourn de viconte e a Cunte e a Hundred, ke sunt reals services ke sunt au Roy. — *Spigornel.* Nus conusum tenyr de ly par service de chivaler. Jugement de cet auvouerie.—BEREWIKE. Metez nus dunke en certein par queu service de chivaler vus clamez tenyr de ly, e dunt le Abbe ou ces predecessors unt este seisi.—*Kynge.* Nus ne tenum fors treis acres par service de chevaler; par quey nus ne savum nent dire pur com ben nus tenum de ly einz ke nus usom acunte. —KAVE. E pur coe ke vus tenant deveriez ben saver par queu service vus tenderiez vostre tere, e coe ne savez nent dire, ne vus ne savez dire par queu service de chivaler le Abbe ou son predecessour unt este seisi par vus ou par vos ancestres, e vus avez grante ke le Abbe si ad este seisy de la rente de deuz mars e demi ke est principal, par quey agarde cete court ke son auvouerie est bon pur relef ke est des apendances, e ke le Abbe eit retorn des avers, e Adam en la mercye pur sa fauce pleynte. A.D. 1292.

§ Un Adam, enfant deins age, porta bref de wast ver B. a ky le chef seinur Adam aveit lesse la garde de ly e de ses terres.—*Tyltone.* Sire, il suppose par son bref ke B. est son chef seinur, e ke yl ad la garde de ly e de ses terres com chef seynur; mes nus vus diom ke yl neit pas son chef seinur. Jugement deu son bref.—*Howard.* Avez la garde ou nun? responez la.—*Tiltone.* Nent com chef seynur, mes de le les le chef seinur. Jugement si nous devum respundre.—Judicium quod sic.—*Tiltone* dist ke B. naveit fet nul vast; e sy nul De vasto. Nota.

[1] MS. ky.

A.D. 1292. any waste; and that if any waste had been committed, it was before he had the wardship by lease from &c., and not since he had the wardship; ready &c.—*Howard.* We will aver that it was since.—Therefore to the Inquest.

Note. § Note that, one may have warren by title of time whereof memory runs not to the contrary, without [shewing] special grant from the King; and that warren may be appurtenant to a freehold, and title thereto may be made by prescription of time, without warrant from the King; and that warren is not one of the pleas of the Crown.

Note. § Note that, amends [for breach of the assize] of bread and ale, and [the right of having] pillory and tumbrel and gallows may be appurtenant and be had without warrant, if one have been seised of those franchises from time whereof memory runs not, to wit from before the time of King Richard down to the present time, or from the Conquest down to the present time.

Concerning pleas of the Crown. Nota. § Note that, one may hold pleas of the Crown which were at one time annexed to the Crown, such as pleas touching life and limb, pleas of rape, of arson and of appeals of death, which are accessories of pleas of the Crown, and may hold pleas "de vetito namio," without special grant from the King, if he and his ancestors have enjoyed such franchises from time whereof memory runs not, to wit from before the time of King Richard down to the present time. And note that all the things above specified, except warren, are called pleas of the Crown.

Of free warren. § Note that, the forfeiture for breach of warren, whoever may be the owner of the warren, goes to the King, and not to the lord of the warren; and if the

vast y fut fet, coe fut devant ke yl aveyt la garde de le lesse &c., e nent pus ke yl aveit la garde; prest &c.—*Howard.* Nus volum averrer ke pus. Ideo ad inquisitionem. A.D. 1292.

§ Nota, ke home put aver garreyne sanz espesialte deu Roy de tens dunt memorie ne court; e ke garreine put estre aportenant a franc tenement, e put estre heu sanz garrant deu Roy de antiquite; e ke garreine neit pas play de la Corone. Nota.

§ Nota, mes amendement de pain e service, e pillori e tombrel e fourches si pount estre apurtenant e heu sanz garrant, sy home eit este seisi de tele franchisse de tens dunt memore ne court, coe est a saver de le tens le Roy Ricard jekes en sa e devant cum apurtenant au maner, ou pus le conqueste en sa. Nota.

§ Nota ke home put tenyr play de la Coroune un fetz annex a la Coroune, cum play de vie e de membre, de rap, de larsun, de apeuz de mort de home, ke est un accessor a play de la Coroune, e tenyr play de ve de nam, sanz espessial garrant deu Roy, si yl e ses ancestres eient usse cele franchice de tens dunt memore ne court, coe est a saver de le tens le Roy Ricard en sa e devant. De placito Corone. Nota.

Nota ke touz les chosses avant nomez sunt apelez play de la Corune, estre le garreine.

§ Nota ke le Roy avera le forfeture de garreine, a ky ke la garreine seit, e nent le seinur de la garreine: e sy le seinur amercye nul home pur coe ke yl est De libera Warenna.

A.D. 1292. lord amerce any one for being in his warren, damage fesant, and that be presented by the dizein[1] in the Justices' Eyre, he shall be in mercy to the King: but if he find any one damage fesant with his bow &c., he shall cause him to be attached and find pledge to come before the Justices in Eyre to answer to the King for the forfeiture. And if it be presented that certain persons have committed trespass in the warren, and that the lord would not attach and take pledges of them, he, and not the others who committed the tort, shall be amerced. And, note that he can not attach the body [of the trespasser] unless he be found with the mainour, that is to say with greyhounds or conies or partridges &c., or chasing &c. But quære if he can take the trespassers' greyhounds, if they be roaming about in his warren without having caught any thing? He may do so, and may take pledges to answer in the Justice's Eyre.

Debt. Detinue of chattels.

§ Sheweth unto you John &c. that B., who is there, tortiously detains from him chattels to the value of ten pounds; and tortiously for this, that on such a day &c. this same John leased to the aforesaid B. all the land which he had in C., to wit one carucate &c., rendering therefor by the year twenty quarters of wheat, to wit so much at such a time &c. according to the agreement made between them: and that B. continually since then down to the present time, to wit for two years, has held the land: and that John, at the times &c. and since has often come to him and prayed him to pay the chattels aforesaid; but he would not pay them and still refuses to pay, tortiously and in breach of his covenant, and to the damage of John twenty shillings.—*Huntyndone.* Do you avow the count?—*Tiltone* said, Yes, just as you have heard it.—*Huntindone.*—Sir, he brings a writ

[1] q. dozen.

trove en sa garreyne damage fesant, e coe seit presente par la deseine en Eyre des Justices, yl serra en la mercye le Roy; mes sy yl trove nul home damage fesant od son arc &c. en sa garreine, yl le fra atacher e trover plegge de venyr devant Justice en Eyre a respundre au Roy de le forfet. E si presente seit ke serteyne persone feseient traspas en la garreine, e ke le seynur ne les vodreit pas atacher e prendre plegge de eus, yl sera amercye, e nent les autres ke feseient le tort. E nota ke yl ne put atacher le cors sy yl ne seit trove od meineure, coe est a saver od leverere, ou conis, partreiz &c., ou en querant &c. Sed quære sy yl porra prendre ses leverres sy eus seient en sa garreyne erranz saunz coe ke yl eient ren pris. Si pount, e prendre plegges a respundre en Eyre des Justices. A.D. 1292.

§ Coe vus mustre Jon &c. ke B., ke la est, atort ly destent chateus a la value de .x. livres; e pur coe atort, ke teu jour &c. memes cety Jon lessa a lavandyt B. tote sa tere ke yl out en C., coe est a saver une carrue &c. pur .xx. quarters rendant par an de forment, coe est a saver a teu terme tant[1] &c., solom le covenant entre eus; B. totevers pus jekes en sa, coe est a saver deuz anz, si ad tenu la tere: Jon a les termes &c. sovent ad pus venu a ly e luy pria ke yl luy rendisit lez chateuz avant diz: rendre ne voleit ne uncore ne veut, atort e encontre covenant, a ses damages de .xx. souz.—*Huntyndone.* Volez le cunte.—*Tiltone* dyt ke oyl, sy vus ne avez[2] entendu.—*Huntindone.* Sire, yl porte un bref Dette. Detenu de chateus.

[1] MS. cant.

[2] q. sy com vus lavez.

A.D. 1292. of Debt against us, and demands from B. chattels to the value of ten pounds, for the reason that he leased his land to B. for twenty quarters of wheat by the year; now that is a case in which a writ of Annuity lies, and not a writ of Debt: judgment of the writ. —*Tiltone.* What you say would be exactly correct if we had leased to him a freehold for a certain sum by the year; but we leased the land to him to be holden of us at our will, by payment of twenty quarters; and the freehold is ours; therefore the writ of Annuity does not lie.—*Huntindone.* Again, the writ is worthless; for the reason that whereas you demand from us chattels to the value of ten pounds by a writ of Debt, and base your count on a covenant made between you and us, you suppose that the chattels were delivered to us at a certain price, that is to say upon the terms of rendering to the bailiff, on demand, either the chattels or the price fixed. But you never delivered the chattels to us at a fixed price: judgment of this writ; for a writ of Covenant lies in this case rather than a writ of Debt.—*Tiltone.* One may have a writ of Debt in many cases where a writ of Covenant also lies: and inasmuch as it is at our election to use either one or the other, judgment if our writ be not good enough.

Entry founded [on Novel Disseisin].

§ One A. brought a writ of Entry founded on Novel Disseisin against B. C. and D., and demanded from them a mill by one præcipe.—*Howard.* Sir, they suppose by their writ that we hold the mill jointly; but we tell you that A. holds in dower the third part of the mill, and that B. and C. respectively know their separate shares in the said mill; and thus, there ought to have been three præcipes; judgment of the writ.—*Tiltone.* You can not say that the mill is divided between you; judgment if the writ be not good.—*Howard.* What of that? it is sufficiently divided, since each one knows

de dette vers nus, e demande de B. chateus a la value de .x. livres, par la resone ke yl lessa a B. sa tere pur .xx. quarters de forment par an; par quey bref de annuele [rente] gist en coe cas, e nent bref de dette. Jugement deu bref.—*Tiltone.* Vus deiscz finement ben si nus usom lesse a ly franche tenement pur un certein par an; mes nus lessames a ly la tere a tenyr pur .xx. quarters &c. de nus, a nostre volunte; e le frank [tenement] est nostre; par quey le bref de ánnuele rente ne gist nent.—*Huntindone.* Uncore ne vaut ren; par la resone ke la ou vus demandez chateus a la value de .x. livres de nus par bref de dette e liez vostre cunte sur un covenant fet parentre vus e nus, si supposez vus ke les chateus furent bayles en certeyn pris a nus, coe est a saver a rendre lez chateus qant yl furent demandez, ou le pris nome au baylyf: mes unkes chateus en certeyn pris ne baylates a nus: jugement de cety bref; ke un bref de covenant girreit meus en coe cas ke un bref de dette.—*Tiltone.* En plusours cas put home aver bref de dette la ou le bref de Covenant gist; e desicom en nostre ellecion est a prendre al un ou al autre, jugement si nostre bref ne seit assez bon. A.D. 1292.

§ Un A. porta bref de entre funde sur la novele disseisine ver B. C. e D., e demanda de eus un molyn par un præcipe.—*Howard.* Sire, yl supposent par lur bref ke nus tenum en commune le molyn; mes vus dyom ke A. si entent la terce partye deu molin en dowere, e B. e C. sevent lur serteyn ky chekun de eus avera de meme le molyn; e issi ily covendreit aver heu treys præcipez. Jugement deu bref.—*Tiltone.* Vus ne poez nent dire ke le molyn est devisse parentre vus; jugement sy le bref ne seit bon. —*Howard.* Quey de coe? asez est yl devyse de pus Entre funde.

A.D. 1292. his own share in the mill, and thus he (A.) can have a separate action against each of the three. Judgment as before.

Dower. § Hugh de Audele and Joan his wife brought a writ of Dower against Reginald de Balon, and demanded the third part of the manor of Marcle &c.—*Reginald.* Sir, she ought not to have dower of that manor; for we tell you that one Walter de Balon her husband, whose heir I am, did at the church door endow her of the manor of C. specifically, whereof she is now seised, and whereby she is now satisfied [of her dower]; judgment if she can now demand dower. —*Howard.* He can not say that her husband endowed her specifically of the manor of C. &c.; for we tell you that one Roger de Rous enfeoffed Walter de Balon her husband and this same Joan, to hold to them and to the heirs of Joan: and by this charter; and in this manner she holds the manor of C.; and we pray judgment if he ought not to answer.—BEREWIKE. It may very well be that she was endowed specifically of that manor &c., that afterwards Walter, her husband, alienated it to Hugh, and then Hugh re-enfeoffed Walter and Joan &c. by that charter.—*Tiltone.* Sir, if another person were tenant of the manor which she holds, she would have an action to demand from him the entire manor for her dower, in the character of one who was endowed of the manor specifically: so we pray judgment if she can now demand dower at common law.—*Kynge.* (on the same side). Sir, she was endowed specifically of that manor, and she holds it in satisfaction, ready &c.—*Howard.* What have you to shew it?—*Kynge.* It is not for us to have anything to shew it; but it is for you, because you were endowed thereof specifically.—*Louther.* Even if certain tenements had been assigned to her by her husband &c., yet it is in her election, after her husband's death,

ke chekun set sun serteyn quey yl avera del molyn; A.D. 1292.
e issi put yl [aver] several accion vers chekun de le treys.
Jugement ut prius.

§ Hue de Audele e Jone sa femme porterent bref de dowere ver Renald de Balon, e demanda la terce partye de le maner de Marcle &c.—*Renald.* Sire, dowere de teu maner ne deit aver; ke nus vus diom ke un Water de Balon son baron, ke heyr joe suy, la dowa al hus del muster &c. en certein de le maner de C., dunt ele est ore seisie, e dunt ele se teint al oure paye; jugement si ore pusse dowere demander.—*Howard.* Coe ne put yl dire, ke son baron la dowa en certeyn de le manere de C. &c.; ke nus vus diom ke un Roger de Rous enfeffa Water de B. son baron e meme cete Jone a eus e a les heyrs Jone; e par cete chartre; e issi teint ele la manere de C.; e demandom jugement si yl ne deive respundre.—Berewike. Yl porra estre mut ben ke ele fut dowe en certeyn de teu maner &c., e ke pus apres ke Water son baron le alyena a N., e ke N. refeffa Water e Jone &c. par cete chartre.—*Tiltone.* Sire, si un autre fut en tenanse deu maner ke ele teint, ele avereit accion a demander ors de sa mein tot le maner com son dowere, com cele ke fut dowe del maner a certain; dunt demandom jugement sy or pusse demander dowere a la commune ley.—*Kynge.* (pro eodem). Syre, ke ele fut dowe en certeyn, dunt ele se teint paye, prest &c.—*Howard.* Quey avez de coe?—*Kynge.* Coe neit pas a nus de aver de coe; einz est a vus, ke vus ke estes dowe en certeyn.—*Lowiere.* Tot serreit sertein tenements assignez par son baron &c., en sa ellection est, apres la mort son baron

De Dote.

A.D. 1292. either to take those certain tenements or to be endowed at common law: and inasmuch as she did not after the death of her husband hold the manor of C. in satisfaction, as her specific dower, or hold the manor as dower, but held the same by the feoffment made to her husband and her long before his death, judgment if he can now say that she was endowed thereof specifically and holds it in satisfaction. And on the other hand, she claims nothing in the manor as her dower. Let him bring the Mordancester against the lady, to demand that manor, if he thinks fit; for she claims nothing therein as dower.—BEREWIKE. They tell you that you can not say that she holds in satisfaction, or get to an averment of that, unless you say that she did after the death of her husband enter upon the said manor as her dower and take it in satisfaction; and they tell you that she never entered the manor or held it after &c. in name of dower.—*Kynge.* As before.—*Louther.* Sir, we see how a man can give a great advantage to his wife where the wife can give no advantage to him. For peradventure she may give to him all that she has; for we see that the husband may enfeoff another man, which other may enfeoff the wife if he take a fancy to advance the wife. Why then may he not have done it in this case, although he had endowed his wife even as they say? For peradventure he desired that she should be endowed at common law and should, in addition, have the aforesaid manor. And for this reason and the others we pray your judgment.—*Howard.* Sir, we tell you, in addition to what we have said, that this same Reginald de Ballon brought a writ of Entry against this same lady in the Court of our lord the King at Westminster, and demanded from the said lady the said manor of C., and said "into which she "has not entry except by Roger le Rous, to whom "Walter de Balon, uncle of Reginald whose heir he

prendre cel certein ou estre dowe par la commune ley: e desicom ele ne se ting pas paye del maner de C. apres la mort &c. com de son serteyn dowere, ne le maner teint com son dowere, mes par le feffement fet a son baron e a ly longe tens devant sa mort, jugement si yl pusse dire ke est dowe en certein dunt ele se teint a paye. E de autre part, ele ne cleime ren com dowere en le maner. Porte le mordancestre ver la dame a demander teu maner, sy yl quide ben fere; ke ele ne cleyme ren la com dowere.—BEREWIKE. Yl vus dient ke vus ne poez nent dire ke ele se tent paye, ne a le averement avenir de coe, sy vus ne deisez ke ele entra en meme la maner apres la mort &c. com en son dowere, e de coe teint paye; e vus dient ke ele ne entra unkes le maner, ne le teint apres &c. en nun de dowere.—*Kynge.* Ut prius.—*Lowiere.* Sire, nus veom ke un home put fere grant avantage a sa feme la ou la femme ne put fere nul avantage a ly; ke par avanture ele dorreit a ly tant ke ele aveit; ke nus veom ke le baron put feffer un autre home, e yl sa femme, si talent se prent de avancer sa femme; pur quey dunke ne pout yl coe fere en coe cas, tot ut yl dowe sa femme yssy com yl dient: ke yl vodreit par aventure ke ele fut dowe par la commune ley, e ke ele ut, estre coe, le maner avant dyt; e sur cete resone e les autres demandom vos jugements.—*Howard.* Sire, nus vus diom, outre coe ke nus avum dyt, ke memes cety Renald de Ballon porta bref de entre ver meme ceste dame en la court nostre seynur le Roy a Westminstre, e demanda ver meme cete dame meime le maner de C., e dyst, en lequel ele nad entre si nun par Roger le Rous, a ky Water de Balon, uncle Renald ke heir

A.D. 1292.

A.D. 1292. " is, leased it whilst he was of non-sane memory." And, Sir, the lady answered that he was of sane memory. And thereupon a Jury was taken; who said that he was of sane memory. And inasmuch as he himself did heretofore, in a Court which bears Record, by his own suit admit that we were enfeoffed by Roger le Rous, and consequently that we had an estate in fee, judgment if he can now say that this is our dower. —*Huntindone.* She was endowed thereof, and holds in satisfaction; ready &c.—*Howard.* Sir, by his own suit he will give us an action; judgment if he ought to be received to that averment.—*Huntindone.* As before.—*Howard.* Let us first of all be agreed if there was or was not such a plea between you and the lady.

Entry founded [on Novel Disseisin].

§ Sir Roger le Mortimer brought a writ of Entry, in the Bench, against the Earl of Hereford, and demanded from him the fifth part of the commote of Tirraund in Wales. The parties were adjourned from the Bench to the Eyre: and the record of the entire plea was sent to the Eyre. Roger came and proffered himself at the Eyre.—*Howard.* Sir, whereas Sir Roger demands &c., we tell you, Sir, that Tirrand is in Wales, and out of the county; and your power is limited to determine the pleas of the county, and no others; and we do not think, Sir, that of this thing, which is out of the county, you will take cognizance. But if you so adjudge, we will answer willingly.—BEREWIKE. We have sufficient warrant.—*Howard.* Sir, I will clearly shew unto you that the Justices of the Bench have no power to send before the Justices in Eyre the Record of a thing which is out of the county where they are itinerant; and this you may well see in the case between Sir Edmund le Mortimer and Sir Ralph Toune, which was a writ of occupation brought by Sir Edmund against him; for in that case, when they had agreed in the Bench to an inquest of twelve men of

yl est, le lessa demeynters ke yl fut ors de memore. A.D. 1292.
La dame, Sire, respundi ke ele fut de bone memore: e sur ceo fut pays pris, ke dyt ke yl fut de memore. E desicom yl memes en court ke port record devant ces howres par sa seute demeyne granta ke nus sumes feffe par Roger le Rous, e par tant ke nus aviom fee, jugement si ore pusse dire ke coe seit nostre dowere. —*Huntindone.* Dowe en, dunt ele se teint paye, prest &c.—*Howard.* Sire, yl nus dorra accion par sa seute demeyne; jugement [si] a cel averement deive estre ressu.—*Huntindone.* Ut prius.—*Howard.* Seum nus a un adeprimes sy yl y aveit teu play parentre vus e la dame ou nun.

§ Sire Roger le Mortimer porta bref de entre en bank ver le Cunte de Hereford, e demanda ver ly la quinte partie de le commot de Tirraunde en Galis. Le parties ors de banc furent ajornez en heire; le record envee en heire de touz le play. Roger vint, e se profrit en eyre.—*Howard.* Sire, la ou Sire Roger demande &c., nus vus diom, Sire, ke Tirrande est en Galis, e hors de cunte; e vostre pouer est limite a terminer le plays de le cunte, e nul autres; ne entendom pas, Sire, ke de cete chosse ke est hors de coe volez conustre: e si vus agardez, nus respundrom volunters.—BEREWIKE. Nus avum garrant pur nus assez.—*Howard.* Sire, joe vus mustrei apertement ke les Justices deu banc ne unt nul pouer de fere venyr le record devant Justices en Eyre de chosse ke est hors de le cunte la ou yl eirent; e poez ore endreit ben vere parentre Syre Edmund le Mortimer e Sire Rauf Toune, en le bref de Ocupacion ke Sire Edmund porta ver ly, ke par la ou yl ensentyrent en lenqueste de .xii. homes de pais en Entre funde.

A.D. 1292. the country, whose names were taken down [for trying it] as in the Bench, and the parties were then adjourned to this Eyre, and the Record of all the plea was sent down here; after the adjournment, at the commencement the attorney of Sir Ralph prayed judgment of the non-suit of Sir Edmund: and inasmuch as Sir John de Metingham and his companions saw well that they had no power to cause the Record to come down to the Eyre, or to adjourn the parties to the Eyre, —because the thing demanded was out of this county whereto the parties were adjourned,—they adjudged that Sir Edmund should take nothing by his writ and should be in mercy &c.—BEREWIKE. We can not take cognizance of this matter.—And Roger le Mortimer was not answered; and the process was sent back into the Bench.

Nota. § Note that, if the sheriff or the bailiff of a liberty of our lord the King have not obeyed the mandate of our lord the King, and of this be convicted, he ought to be imprisoned until he pay a fine to the King. Witness the case of the bailiff of Hereford, when the Abbat of Redyng brought to him the Prohibition of our lord the King commanding him not to distrein him (the Abbat) or his men for toll pavage and murage &c., and he yet did so contrary to the Prohibition.

A case. § One Ellen had a goodly heritage, and took a husband, John de Turbevyle by name. Ellen died, without heir begot between John her husband and herself. After Ellen's death, one Walter Dure entered on the tenement, as cousin and heir of Ellen. Then came John de Turbevile, and ejected him; wherefore Walter de Dure brought the Novel Disseisin against John, before so and so, Justices. John saw clearly that the Assise would pass against him; and he came to terms with Walter,

bank, e le nuns nomez de eus cum en bank, e pus A.D. 1292.
furent ajournez en cete Eire, e le record sa envee de tou le play; pus apres lenjornement, ore a le principal le atorne Sire Rauf demanda jugement de la nun seute Sire Edmund. E pur coe ke Sire Jon de Metingham e ces compaynuns la virent ben ke eus navient nul pouver de fere venyr le record en Eire, ne pur ajorner les partyes en Eire, pur coe ke la chosse demande sy fut ors de coe cunte ou les parties furent ajornez, si agarderent ke Edmund ne preit rens par son bref, e fut en la mercye &c.—BEREWIKE. Ne ne poum conustre de coe si.—E Roger le Mortimer ne fut nent respundu; e le proces fut remande arere in banco.

§ Nota quod si vicecomes vel ballivus libertatis Nota.
domini Regis non obtemperaverit mandato domini Regis, et super hoc convictus fuerit, debet incarcerari quousque fecerit finem Regi. Teste ballivo Herefordiensi, quando Abbas de Redynge tulit ei Prohibitionem domini Regis ne distringeret ipsum nec homines sui pro toloenco pavagio et muragio &c., et ipse fecit contra prohibitionem.

§ Une Eleyne aveyt bele heritage, e prit un baron Casus.
un Jon de Turbevyle par nun. Eleyne morut sanz heyr parentre Jon son baron e li: apres la mort Eleine, entra un Vater Dure, com cosin e hir Eleyne, en le tenement: dunke vint Jon de Turbevile e lenjetta: par quey Water de Dure porta la novele disseisine ver Jon, devant teu Justices. Jon vy ben ke lassise passereit encontre ly; si fit pes od Water, si ly rendi le

A.D. 1292. and rendered to him the tenements, as his right; and Walter was seised by virtue of the render; and at the time when he was in seisin by virtue of the render, he had a wife named Maud. Afterwards, Walter granted the said tenement to the aforesaid John de Turbevyle for life, in consideration of threepence by the year; and thereupon a Fine was levied in the King's Court. John was seised by virtue of the Fine, and took a wife named Joan: and afterwards John died, seised. Then came Walter, to whom the reversion belonged, and entered on the tenements, and held, and was seised. Then came Joan the second wife of John de Turbevyle who had only a freehold for term of life, and brought a writ of Dower against Walter. Walter yielded dower to the woman, (and wrongly,) and then died. Now comes Maud, his wife, and brings a writ of Dower against Joan who was the wife of John de Turbevyle, and demands the third part of what she holds, by endowment of Walter her husband.—*Spigornel.* She can not demand dower from us; for we tell you that John, our husband, was seised of the said tenements long before they came into Walter's hands, and that he died seised; and that after his death, Walter, the husband of Maud, entered; and that we brought our writ of Dower against him, and that he yielded to us our dower: and inasmuch as we are endowed of a higher and older estate than was the estate of Walter by whose endowing she demands dower, judgment if she can demand dower out of dower.—*Howard.* Sir, she can not say that it is of a higher estate whereof she is endowed; for we tell you that her husband, of whose endowing she says that she is endowed, never had a fee in the thing, but only a freehold for term of life by lease from our husband Walter,—and by this Fine; therefore she has no title to have dower; and we pray judgment.—*Kinge.* We will aver that your husband Walter, of whose &c., did, after the death of

tenement com son dreit; e Water seisi par le rendre; e a cel houre qant yl fut en seissine par le rendre, si aveit yl une femme Maud par nun. Pus apres, Water granta a le avantdyt Jon de Turbevyle meme le tenement a terme de vie, pur treis deners par an; e sur coe se leva une fin en la court le Roy. Jon seisi par la fin, e prit une femme Jone par nun: pus apres Jon morut seisi: e vint Water a ky la reversion fut, e entra en les tenements, e teint, e seisi fut: dunke vint Jone la secunde femme Jon de Turbevyle, ke naveit ke franc tenement a terme de vie, e porta bref de dowere ver Water. Water rendy a la femme dowere, et male; pus morut Water: ore weint Maud sa femme, e porte bref de dowere ver Jone ke fut la femme Jon de Turbevyle, e demande la terce partie de sa tenance de le dowement Water son baron.—*Spigornel.* Dowere de nus ne put ele demander; ke nus vus diom ke Jon nostre baron fut seisi de meme les tenements long tens einz ke yl veindrent en la mein Water, e morut seisi; apres sa mort, Water le barun Maud entra; nus portames nostre bref de dowere ver ly, e yl nus rendy nostre dowere: e desicum nus sumes doue de plus haut estat e de eyne ke ne fut le estat Water de ky dowement ele demande dowere, jugement si dowere de dowere pusse demander.—*Howard.* Sire, de plus haut estat ne put ele dire ke ele est dowe; ke nus vus diom ke son baron, de ky dowement ele se dit estre dowe, ne aveit unkes fee en la chosse, fors tant solement franc tenement a terme de vie de les Water nostre baron, e par ceste fin; par quey ele nad nul title de aver dowere; e demandom jugement.—*Kinge.* Nus volum averer ke Water vostre baron, de ki &c., nus rendy nostre dowere apres la mort Jon

A.D. 1292.

A.D. 1292. our husband John, yield to us our dower; and thus we are endowed: judgment if &c., as above.—*Howard.* That yielding can not bar us from demanding our dower by Statute; and we have put forward a Fine to defeat your title of dower, to which you answer not; judgment &c.—*Spigornel.* We can not answer to that; for we have nothing but dower, and it was before the Statute: therefore the right to the dower shall not be tried in this case, but only [in a case occurring] before the Statute: and of this we pray judgment.—*Louther.* Before the Statute the common law was that if, rightly or wrongly, one yielded to a woman her dower, (or if others yielded up other tenements,) she should hold it always, without the title to dower being tried. And inasmuch as Walter, the husband of Maud, yielded to Joan her dower after the death of her husband, and before the Statute, we pray judgment if we ought to reply to the Fine,—that being a thing which goes to avoid our title.—*Howard.* You assert what you wish; the common law was never so; neither before the Statute nor since. For, before the Statute, as to a tenement recovered on default, some persons were of this opinion, where she held on continuously without shewing her right: but as to the case of dower yielded, they were clear that the tenant must shew his right to the woman demanding her dower. And we have shewn to the Court that you have not any right or any title to have dower, and you shew nothing on your behalf, and have nothing on your behalf but an assertion; judgment of you as undefended.—*Louther.* Judgment if there be any necessity to try our title, since we were endowed and were seised of our dower before the Statute, which states that the title of the tenant is to be tried.

§ Note; if two men, say Hugh and Henry, be in the King's prison, Henry can not give his land to Hugh

nostre baron; e issi nus sumes dowe: jugement si &c., ut supra.—*Howard.* Cel rendre ne nus put barrer de nostre dowere demander par Statut;[1] e nus avum mis avaunt la une fin a defere vostre title de dowere, a ky vus ne responet nent. Jugement &c.—*Spigornel.* A coe ne poum respundre; ke nus ne avum ke dowere; e devant le Statut: par quey en coe cas le dreit del dowere ne serra nent detrie, fors taunt solement pus le Statut; e de coe demandom jugement.—*Louyere.* Devant le Statut ke fut commune ley ke sy un home rendysit, vel alii alia tenementa, a une femme son dowere, ele tendreit a touz jours, fusse a dreit fusse atort, sanz detrier le title de le dowere: e desicom Water, le baron Maud, rendi a Jone son dowere apres la mort son baron, e devant le Statut, demandom jugement si a la fin devum respundre, ke est a voyder nostre title.—*Howard.* Vus dites vostre talent; coe ne fut unkes commune ley, ne devant Statut ne apres: ke devant le Statut, qant a tenement rekevere par defaute, akun gent furent de coe en opinion sy yl tendra avant toujour sanz demustrer son dreit: mes qant a le rendre, si furent yl encertein ke yl demustreit le tenant son dreit a la femme demandant son dowere: e nus avum mustre a la court ke vus ne avez nul dreit ne nule title de aver dowere, e vus ne mustrez ren pur vus, ne ren avez pur vus ke vent: jugement com de nun defendu.—*Louyere.* Jugement si coe mester a detrier nostre title, de pus ke nus fumes dowe e seisi de nostre dowere devant le estatut, ke veut ke le title le tenant seit trie. A.D. 1292.

§ Nota si deus homes, Heue e Henri, seient en la prisone le Roy, ke Henry ne put pas doner a Hue sa

[1] 13 Ed. I. c. 4.

A.D. 1292. for his ransom: and even if he make the feoffment, it avails nothing; because he was then in prison.

Ne Vexes. § The Prior of Lontodam brought the Ne Vexes against John de Accone and Sybil his wife, and said that they tortiously demanded &c. customs and services &c., and that whereas he holds the freehold of them in pure and perpetual alms, yet they demand of him forty reapings and twenty ploughings by the year, tortiously &c.—*Spigornel.* Sir, John and Sybil answer you that they hold the aforesaid services, which they demand &c., as Sybil's dower, on the endowing of her husband Walter de Baskervyle, and of Richard de B., the heir, in satisfaction of other tenements; and we vouch to warranty, by aid &c., Richard de B.—*Howard.* Sir, he can not vouch in this case; for we are demanding against him neither the fee nor the freehold; therefore &c.—*Spigornel.* What of that? at least you think to oust us of these services which we have in satisfaction of other tenements; and that is a freehold: therefore it is right that we should vouch; for otherwise we should get no recompense in value. And on the other hand, one may vouch in a Quo Jure; and yet the demandant there does not by his writ demand a freehold; judgment.—The voucher stood.

Mordancester. § One John and Margery his parcener brought Mordancester against B. &c. Margery did not sue.—*John* appeared in Court, and said that Margery his parcener did not sue, and that one Robert his cousin, the father of Margery who did not sue, died seised in his demesne &c.; and thereof he prayed the Assise.—*Spigornel.* Make him out to be cousin.—*Kynge.* From Robert to Margery, who does not sue, and Joan as daughters and one heir, and from Joan to Hugh as son, from Hugh to William as son, and from William to John, who now demands, as son, and cousin of Robert.

tere pur son ranson; e tot face yl le feffement, ren ne avaut; quia inprisonatus fuit tunc temporis. A.D. 1292.

§ Le Prior de Lontodam porta le Ne Vexes ver Jon de Accone e Sybile sa femme, e dyst ke atort ly demanderent &c. coutumes e services &c. de le franc tenement de eus en tint en pure e perpetuele aumoyne, la eus luy demanderent .xl. cyes e .xx. arures par an, atort &c.—*Spigornel.* Jon e Sibile, Sire, vus[1] responent ke yl tenent les services avantdyz, ke yl demandent &c., com le dowere Sybile de le dowement Water de Baskervyle son baron, e de le heyre Ricard de D. en alouuance des autres tenements; e vochum a garrantye, par eyde &c., Ricard de B.—*Howard.* Sire, vocher ne put yl en coe cas; ke nus demandom ver ly ne fee ne franc tenement; par quey &c.—*Spigornel.* Quei de coe? ameinz vus biez de nus outer de ses services ke nus avum en alouance des autres tenements, ke est franc tenement; par quey yl covent ke nus vochum; ke autrement ne averiom nent a la value. E de autre part, en le Quo Jure sy put home vocher, e uncore le demandant ne demande point franc tenement par le bref; jugement.—Stetit vocatio. Ne Vexes.

§ Un Jon e Margerie sa parsenere porterent le Mordancestre ver B. &c. Margerie ne seuyt nent.—*Jon* aparut en court, e dyt ke Margerie sa parcenere ne suyt nent; e ke un Robert son cosin, e pere Margerie ke ne suy nent, morut seysi en son demeyne &c.; e de coe pria lasise.—*Spigornel.* Fete le cosin.—*Kyng.* De Robert a Margerie, ke ne suyt point, e a Jone com a files e un heyr, e de Jon a[2] Hue com a fyz, de Hue a William com a fiiz, de William a Jon ke ore demande com a fiz cosin Robert.—*Spigornel.* Ore Mordancestre.

[1] MS. vus ne.

[2] MS. e de.

A.D. 1292. —*Spigornel.* Now you have not made him cousin; for Robert was his great-great-grandfather. And you have counted from Robert the great-great-grandfather to John who now demands, lineally, without going to a collateral; therefore he is not cousin: judgment of the writ which supposes that he is cousin.—*Kynge.* We can not have any other writ; for we have passed beyond the great-grandfather: and as soon as the great-grandfather is passed he is a cousin. Judgment if the writ be not good enough.—It was quashed.—He has his recovery by writ of Right.

Right. § One Roger brought a writ of Right against B., and counted that one of his ancestors, Robert by name, was seised in his demesne &c.; and that from Robert, because he died &c., [it descended] to John as brother, from John to W. as son, and from W. to Roger, who now demands, as son.—*Kynge.* Sir, he can not have an action; for the reason that when he says that Robert died without heir &c., whereupon the right descended to John as brother &c., he asserts what he wishes: we tell you that Robert did not die without heir &c.; for we tell you that this same B. who now holds did, after the death of his father Robert of whose seisin Roger demands, enter as son and heir of Robert, and that he is legitimate; ready &c. howsoever and whensoever we ought to aver it.

Note. § Note; it was said by *Louther* that if Hugh and Henry be both one side in time of war, and during that period Henry enfeoff Hugh of his land, the feoffment is good; for the reason that although it be a time of war as between the opposite parties, yet nevertheless as to those who are one side, it is sufficiently time of peace.—Which is false.

vus le ne avez fet cosin; ke Robert fut son tresael. A.D. 1292.
E vus avez cunte de Robert le tresael lynyaument a Jon ke ore demande, sanz aler en coste; par quey yl neit pas cosin: jugement deu bref, ke supposse ke yl est cosin.—*Kynge.* Nus ne poum aver autre bref; ke nus sums passe le bessael; e aussitot com le besael est passe si est yl cosin. Jugement sy le bref ne seit bon.—Quassatum fuit. Habet suum recuperare per breve de Recto.

§ Un Roger porta un bref de Dreit ver B., e counta Dreit.
ke un son ancestre Robert par nun fut seisi en son demeyne &c.; de Robert, pur coe ke yl morut &c., a Jon com a frere, de Jon a W. com a fiz, de W. a Roger ke ore demande com a fiz.—*Kynge.* Sire, accion ne put yl aver; par la resone ke la ou dyt ke Robert morut sanz heir &c., dunt desendy le dreit a Jon com a frere &c., yl dyt son talent; ke nus vus diom ke Robert ne morut nent sanz heyr &c.; ke nus vus diom ke meme cesti B. ke ore tent, apres la mort Robert son pere de ky seisine Roger demande, entra com fiz e heyr Robert, e est moylere; prest &c. par la ou le averer le devum.

§ Nota, par *Louyere.* Si Hue e Henri seyent de Nota.
une partye en tens de gere, e Henri enfeffa Hue de sa tere en cel tens, le feffement est bon; par la resone ke tot seit coe tens de gere parentre diverse partyes, nekedent, qant a seus ke sunt de une part, si esse assez tens de pes.—Quod falsum est.

A.D. 1292. § Note that, if one make default after the mise of the Great Assise, he shall not be summoned to hear judgment: but the judgment shall be given at once after the default made.

Quo Warranto. § Our lord the King brought a Quo Warranto against Alexander le Frivyle, and demanded of him by what warrant he claimed to have the amends of bread and ale in his manor of C., and free-warren in his manor of Laferne.—*Alexander* said that he did not claim any amends of bread &c. in the manor of C. except in right of his wife whose heritage it was; and that she was not named in the writ; judgment (said he) if without her we ought to answer.—It was adjudged [that he ought not]. So he went without day.—*Louther* (for the King). What do you answer as the warren?—*Alexander* said that Edward the King who now is had granted the warren to him. (And he put forward the charter.)—Therefore the judgment was that he should go without day.

Note. Note, by this plea, that a Quo Warranto may be abated on one point, and stand good on another point.

Note. § Note that, amends of bread and ale, and pillory and tumbril and gallows are appendant to infangthef and the right of the grantee to compel the attendance of his men twice-a-year to keep the peace of our lord the King.

Note. § Note that, the amends of bread and ale are appendant to the view of frank-pledge.

Note. § Note that, pleas "de vetito namio" are accessory and appendant to pleas of the Crown.

Quo Warranto. § Our lord the King brought a Quo Warranto against Edmund le Mortymer, and demanded by that warrant

§ Nota, si un home face defaute apres mise de grant assise, yl ne serra nent somunz de oyer son jugement: mes le jugement serra rendu meintenaunt apres la defaute fete. A.D. 1292. Nota.

§ Nostre seynur le Roy porta le Quo Warranto ver Alisysandre le Frivyle, e ly demanda par quey garrant yl clama aver amendement de payn e de serveyse en son maner de C., e franche garreyne en son maner de Laferne.—*Alissaundre* dit ke yl ne clama nul amendement de payn &c. en le maner de C. si nun par la resone de sa femme, ke heritage coe est, nent nome en cety bref; jugement si sanz ly devum respundre. Agarde fut. Ideo inde sine.—*Louyere* (pur le Roy). Quey responez vus au gareyne?—*Alissandre* dit ke le Roy Edward ke ore est ly aveit grante yluy garreine; e mist avant la chartre.—Ideo inde sine die. Quo warento.

Nota, ex isto placito ke le Quo Warento put estre abatu qant a un point, e estere qant a un autre poynt. Nota.

§ Nota, amendement de payn e de service, e pyllory e tumbrel e fourches sy est apendaunt a infogenesthef, e a deuz avenus de ses houmes par an pur la pes nostre seynur garder. Nota.

§ Nota, amendement de payn e de serveyse est apendant a vewe de franc-plegge. Nota.

§ Nota ply de ve de nham est un accessorie e apende a ply de la coroune. Nota.

§ Nostre seynur le Roy porta le Quo Warranto ver Edmund le Mortymer, e le demanda par quey garrant Quo warento.

A.D. 1292. he claimed to hold pleas "de vetito namio" in his manor of W.—*Howard.* Sir, the manor of Wigmore is exempt, and out of the county; and our men of Wigmore are exempt from the obligation of coming to any County Court: judgment if we ought to answer here. And on the other hand, Sir, a plea "de vetito namio" is an accessory to pleas of the Crown; and we are seised of the principal to which the accessory is appendant: judgment if we ought to answer concerning the accessory without the principal.—KAVE. Here is a proof that your argument is worth nothing. If you have a manor to which the advowson of the church is appendant, and the King demand from you the advowson of the Church, would you not answer without the principal, on the score that the church was appendant? You would answer. So here.—*Howard* held to his first argument.—*Louther.* Whereas you say that the manor is exempt and out of the county, we say that it is within the county, ready &c.—*Howard.* Although the manor be within the county, the men thereof are nevertheless exempt from the County Court, and are not bound to come there; judgment if we ought to answer here.

Ael. § One Joan brought a writ of Ael against B.—*Spigornel.* Sir, B. answers you that he is in as son and heir, and claims by the same descent. Judgment of the writ. —*Howard.* You can not claim; for the reason that one Walter &c. did, after the death of our grandfather, abate on the said tenement, and claim to have an estate and a freehold by virtue of a Fine; and he afterwards enfeoffed this B.; and so, the estate which he has, he has as a stranger purchaser. Judgment if he can claim by the same descent. — *Spigornel.* As before.—*Howard.* Sir, where one intends to claim by &c., it is necessary that after the death of his father he should enter as son and heir, and we tell you that he entered by one Walter de C., who was a stranger, and that he as a stranger purchaser

yl clama tenyr play de ve de nam en son maner de W.—*Howard.* Sire, le maner de Wiggemor est exempt, e ors de cunte; e nos genz de Wiggemor sunt exempt ke eus ne vendrunt a nul Cunte. Jugement sy nus devum ycy respundre. E de autre parte, Syre, play de ve de nam sy est un accessorie a ply de la Corone; e nous sumes seisi deu prinsipal, a quey le accessorie apent. Jugement si de le accessore sanz le principal devum respundre.—KAVE. Veycy ensemble ke vostre resone ne vaut rens. Sy vus avez une maner, a quey maner la voueson de le Esglyse est apendant, e le Roy demande de vus la voweson de la Esglise, ne respundriet vus nent, pur coe ke ele sereit apendaunt, sanz le principal? Si freez. Aussi pardesa.—*Howard* se tent a sa primere resone.—*Louyerc.* La ou vus distes ke le maner est exempt e ors de cunte, ke yl est en cunte, prest &c.—*Howard.* Tot seyt le maner en le cunte, nekedent la gent sunt exempt ors de cunte, ne ne deivent la venyr. Jugement sy nus devum ycy respundre. A.D. 1292.

§ Une Jone porta bref de Ael ver B.—*Spigornel.* B., Sire, vus respunt ke yl est eynz cum fiz e hyr, e cleyme par meme la descente. Jugement deu bref.—*Howard.* Clamer ne poez; par la resone ke un Water &c. apres la mort nostre ael se abaty en meme le tenement, e clama aver estat e franc tenement par une fin, e pus apres enfeffa cety B.; e yssy le estat ke yl ad sy ad yl com estrange purchasor. Jugement sy yl pusse par meme la dessente clamer.—*Spigornel.* Ut prius.—*Howard.* Sire, la ou home vodra clamer par &c., yl covent ke yl entre apres la mort son pere com fiz e heyr; e vus diom ke yl entra par un Water de C. ke fut estrange, e yl com estrange purchassour Ael.

A.D. 1292. entered by him: judgment if he can claim by the same descent.—BEREWIKE. He can claim two kinds of estates; either as privy or as stranger purchaser; therefore it is at his election.—*Louther.* Even if he entered by disseisin, yet in this possessory writ he could claim by &c.—*Spigornel.* Although twenty people had entry, one after another, and this B. afterwards entered by one of them, yet, being in as son and heir, he may claim by the same descent: and we are in as son and heir, and we claim by &c.; judgment.—*Howard.* Sir, he can not claim by reason that he is in as son and heir of N., on whose seisin &c.: for we tell you that B. is the son of one Richard de P., who never espoused his mother &c.; and we pray judgment if by &c.—*Spigornel.* He was begotten in marriage in the lifetime of his father N., and N. espoused M. his mother; ready &c.: and if you refuse the averment, we pray judgment.

§ Henry de Solars was summoned to answer our lord the King in a plea by what warrant he claimed to have the amends for breach of the assise of bread and ale, free-warren, gallows, and to hold pleas of the Crown in his manor of Dorsintone &c. And Henry comes, and as to the warren he puts forward the King's charter [granting the said warren &c.][1] to one William, his father [whose assign he is].[1] And as to the other franchises, he says that of the aforesaid franchises he has view of frank-pledge, the amends for breach of the assise of bread and ale pertaining to the said view, and infangthef and gallows only. And as to the other franchises, he says that the aforesaid William, his father, gave to him the aforesaid manor with the appurtenances. And he says that the aforesaid William did, whilst he held the said manor, have, and that all his predecessors had, the afore-

[1] As to the words in brackets see the note in the opposite page.

entra par ly. Jugement sy par meme la dessente pusse clamer.—BEREWIKE. Yl put clamer deuz estaz, ou com prive ou com estrange purchassour; par quey coe est en sa eleccion.—*Lowiere.* Tot ut yl entre par disseysine, sy porreit yl clamer par[1] &c. en ceti bref de possession.—*Spigornel.* Tot usent .xx. heu entre, chechun apres autre, e cesti apres par une des eus, sy porreyt yl clamer par meme la dessente la ou yl est einz com fiz e heyr: e nus sums einz cum fiz e heyr, e clamum par &c.; jugement.—*Howard.* Sire, clamer ne put yl par la resone ke yl est einz com fiz e heyr N., de ky seisine &c.: ke nus vus diom ke B. est le fiz un Ricard de P., ke unkes ne apossa sa mere; prest &c.; e demandom jugement si par &c.—*Spigornel.* Ke yl fut engendre en esposayles vivant N. son pere, e ke N. esposa M. sa mere; prest &c.: e sy vus refusez le averement, demandom jugement. A.D. 1292.

§ Henricus de Solariis summonitus fuit ad respondendum domino Regi de placito quo waranto clamat habere emendas assisæ panis et cervisiæ fractæ, liberam warannam, furcas, et tenere placita coronæ in manerio suo de Dorsintone &c. Et Henricus venit, et quoad warannam profert cartam Regis factam cuidam Willelmo patri suo [cujus assignatus ipse est de waranna prædicta &c.].[2] Et quoad alias libertates, dicit quod ipse habet visum franci plegii, emendas assisæ panis et cervisiæ fractæ pertinentes ad visum prædictum, et infangenethef, et furcas tantum de prædictis libertatibus. Et quoad illas libertates, dicit quod prædictus Willelmus, pater suus, dedit ei manerium prædictum cum pertinentiis. Et dicit quod prædictus Willelmus, dum tenuit manerium illud, et omnes ante-

[1] MS. prest.

[2] The words in brackets seem to be deleted by means of dots or rather short lines.

A.D. 1292. said franchises in the said manor, from time whereof there is no memory ; and thereof he prays judgment.—And *Hugh de Louther*, who sues on behalf of our lord the King, says that the aforesaid [franchises] pertain to the King's crown ; and inasmuch as the aforesaid Henry admitted that the aforesaid tenements were given to him, and so makes himself a stranger purchaser, and does not shew any special grant made to him, by the King, of the aforesaid franchises, he prays judgment if he ought to have those franchises.—Therefore to judgment. —Moreover, he says that the aforesaid Henry puts forward the King's charter of the aforesaid warren made to the aforesaid William, his feoffor. And inasmuch as the said Henry is a stranger purchaser, as aforesaid, and the said charter ought not to avail him, and inasmuch as the said Henry does not shew any other special grant thereof made to him by our lord the King, he prays judgment of the aforesaid warren.—Therefore to judgment.—A day was appointed for them to hear judgment at Salop at the quinzain of St. Hilary &c.—Afterwards, at that day, the said Henry did not come. Therefore the Sheriff was commanded to take the aforesaid franchises into the King's hand, so that the said Henry should not use those franchises until he should come to hear, &c.

Entry. § One Adam brought a writ of Entry against B.—*B*, Sir, we tell you that in this present Eyre he brought a writ of the same kind for the same tenements in respect of which this writ is brought, and which writ was abated ; and we tell you that this writ was purchased pending the former writ. Judgment of the writ.—*Tiltone.* He can not, before the View is had, say that it is for the same tenement ; for he who brings the writ may put in his view as well the tenements which the tenant does not hold

cessores sui habuerunt prædictas libertates in eodem manerio a tempore quo non extat memoria; unde petit judicium.—Et *Hugo de Louther*, qui sequitur pro domino Rege, dicit quod prædictæ [libertates] sunt de corona Regis; et desicut prædictus Henricus cognovit quod prædicta tenementa ei data fuerunt, et sic se facit perquisitorem extraneum, et nullum factum speciale Regis sibi factum de prædictis libertatibus ostendit, petit judicium si libertates illas habere debeat &c.—Ideo ad judicium.—Præterea dicit quod prædictus Henricus profert cartam Regis de waranna prædicta factam prædicto Willelmo feofatori suo. Et desicut idem Henricus est perquisitor extraneus, ut prædictum est, et prædicta carta ei valere non debeat, nec idem Henricus aliquid aliud speciale inde sibi factum de domino Rege ostendit, petit judicium de waranna prædicta.—Ideo ad judicium.—Dies datus est de audiendo judicio suo apud Salopiam a die Sancti Michaelis in .xv. dies &c.—Postea ad diem illum prædictus Henricus non venit. Ideo præceptum est vicecomiti quod capiat in manum domini Regis prædictas libertates ita quod prædictus Henricus libertatibus illis non utatur quousque venerit auditurus &c.[1] A.D. 1292.

§ Un Adam porta un bref de entre ver B.—*B.* Sire, nus vus diom ke deinz meme cet heyre si porta yl un bref de meme la nature e de meme les tenements dunt meme cety bref est porte; le queu bref fust abatu: e vus diom ke cety bref fut purchasse pendant lautre bref. Jugement deu bref.—*Tiltone.* Ke coe est de meme le tenement ne put yl dire devant ke yl est heu la veue; ke cely ke porte le bref porra mettre en sa veue ausy ben le tenement ke le Entre.

[1] In a very small and later handwriting at the foot of this page of the MS. are later proceedings which will be found in the Appendix.

A.D. 1292. and which are the tenements of another person, as the tenements which he does hold; therefore, he can not, before the View be had, say that it is for the same tenement.—*Kynge.* We hold no other tenement than that demanded by the other writ; ready &c.—*Tiltone.* As before.—*Kynge.* The same tenements; ready &c.—KAVE. Answer; is it for the same tenements, or not? —*Tiltone* could not deny it.—And the writ was quashed.

Waste. § A man and his wife named Isabel brought a writ of Waste against B. and Joan his wife; and said that whereas they held certain tenements as the dower of the said Joan, and whereof the reversion belonged to Isabel, they had wasted there oaks and pear-trees and apple-trees, each of the value of &c., to their damage &c.—*King.* Sir, we tell you that the reversion of the said tenement, which they hold as Joan's dower, belongs as well to John le Devereus, who is not named in the writ, as to Isabel; judgment of the writ. And we hold as well of John as of Isabel.—*Spigornel.* Sir, he can not say that the reversion belongs to John; for the reason that that same John granted to this same Isabel all his right to the reversion of the said dower; ready &c., if he &c.—*Kynge.* We will aver that the reversion belongs as well to John as to Isabel.—*Spigornel.* Sir, see, here is John who does not claim anything in the reversion. Judgment if our writ be not good.—John came and said that he did not claim anything in the reversion.—*Kynge.* Sir, although he says that he does not claim anything in the reversion, and although he granted that the reversion of the same tenement belongs to Isabel, we tell you that Joan, who holds the said tenement in dower, never attorned on the grant by John to Isabel. And inasmuch as she never attorned from John to Isabel,

tenant ne tent nent e ke sunt autri tenemenz, ausi ben com les tenementz ke yl teint; dunt yl ne put dire ke coe seyt de meme le tenement devant ke yl eit heu la veue. — *Kynge.* Ke nus tenom nul autre tenement ke ne fut demande en lautre bref, prest &c. —*Tiltone.* Ut prius.—*Kynge.* De memes les tenemenz, prest &c.—KAVE. Responez estre : de meme le tenement ou nun?—*Tiltone* ne le poeyt dedire.—Et quassatum fuit breve. A.D. 1292.

§ Un houme e sa femme Isabele porterent bref de Wast ver B. e Jone sa femme; e disseint ke la ou eus tindreint certeine tenements com le dowere meme cety Jone, dunt la revercyon fut a Isabele, la aveint eus fet wast de kaynes e de perers e de pomers, pris de checun tant &c., a ses damages &c.—*Kinge.* Sire, nus vus diom ke la revercyon de meme le tenement, ke yl tenent com le dowere Jone, si est ausy ben a un Jon le Devereus com a Isabele, ke neit pas nome en cety bref. Jugement deu bref. E nus tenom ausy ben de Jon com de Isabele.—*Spigornel.* Sire, coe ne put yl dire, ke la revercyon est a Jon; par la resone ke meme cely Jon granta a meme cety Isabele tant ke a ly purreit revertyr de cel dowere; prest &c., sy yl &c. — *Kynge.* Nus volum averer ke la revercyon est ausy ben a Jon com a Isabele. — *Spigornel.* Sire, veez ysy Jon ke ne cleyme ren en la reversion. Jugement si nostre bref ne seyt bon. — Jon vint e dyt ke yl ne clama rens en la revercyon. — *Kinge.* Sire, coment ke yl die ke yl ne cleyme rens en la reversion, e coment ke yl granta la reversion de meme le tenement estre a Isabele, nus vus diom ke Jone, ke teynt en dowere meme le tenement, ne se atorna unkes par le grant Jon a Isabele. E desicom ele ne se atorna unkes de Jon a Isabele, si est Jon en meme Wast.

A.D. 1292. John is in the same estate as he was previously; and he is not named &c. Judgment &c.—BEREWIKE. By the acknowledgment which John has made in this Court he is for ever barred of the reversion; wherefore the reversion belongs wholly to Isabel: and inasmuch as the reversion belongs wholly to Isabel, we are of opinion that, by reason of the reversion, she shall be answered in this writ of Waste.—*Kynge.* As before. —*Spigornel.* Do you claim to hold the tenement of Isabel, by way of dower, or no? Say no, and we shall do very well.—*Kinge.* That will we not say. We will imparl.—*Kinge* came back, and said that Joan had felled the seven oaks, whereof they complained, with the assent and permission of the said Isabel. And as to the other things whereof they complain, we tell you that we ourselves leased to John and Isabel for the term of ten years the same tenement which B. and Joan now hold as the dower of Joan; within which term John and Isabel dug round all the apple-trees and pear-trees, and all the oaks, except the seven oaks which were felled with their permission, so that they fell down of themselves: and this we will aver.—And the other side said the contrary.—And therefore &c.

Entry. § One Alice brought a writ of Entry against B., and it said "command &c. one acre &c. into which &c."—*Tiltone.* Sir, this writ is founded on novel disseisin of her own seisin, and is out of form; for she does not say that she claims it to be her right and her heritage, or her right and her marriage, or her right and her dower, or her right by gift from such an one; she does not in her writ say any of these things. Judgment of the writ.—*Kinge.* We can not, in this case, have any other writ out of the Chancery. Judgment if &c.—The writ stood.

Novel Disseisin. § John Devereus brought an assise of Novel Disseisin against several persons. One Gerard, who was under

le estat com i fut avant; e nent nome &c. Jugement &c.—BEREWIKE. Par la reconysance ke Jon ad fet en cete court si est yl forsclos de la revercyon a touz jours; par quey la revercyon si est tot a Isabele; e desicom la revercyon si est tot a Isabele, aviz nus est ke ele sera respundu e cety bref de Wast, par la resone de la reversion.—*Kynge.* Ut prius.—*Spigornel.* Clamez vus tenyr le tenement de Isabele en nun de dowere, ou nun? distes ke nun, e nus frum mut ben. —*Kinge.* Coe ne volum nus nent dire. Nus emparlerum.—*Kinge* revint, e dyt ke Jone aveit abatu .vii. keynes, de coe ke ele se pleint, par le bone volunte e le cunge de meme cele Isabele. E qant a la remenaunt dunt ele ce pleint, vus diom ke nus memes lessames a Jon e a Isabele meme le tenement ke B. e Jone tenent ore cum le dowere Jone a terme de .x. anz; deynz queu terme Jon e Isabele fouyrent tous les pomers e les perors e les keynes, estre les .vii. keynes ke furent abatuz par lur volunte, tot environ, yssy ke eus cheyerent par eus memes: e coe volum averer.— E a lautre le revers.—Et ideo. A.D. 1292.

§ Une Alice porta bref de entre ver B., e dyt "præcipe "&c. unam acram &c. in quam &c."—*Tiltone.* Sire, cety bref sy est funde sur la novele dysseisine de sa seisine demene, ors de forme: kar ele ne dyt ke ele la cleyme estre son dreit e son heyritage, e son dreit e son mariage, ou son dreit e son dowere, ou son dreit de le doun un tel; e ele dyt nul de seus en son bref. Jugement deu bref.—*Kinge.* Nus ne povum aver nul autre en coe cas ors de la Chancellerie. Jugement sy &c.—Stetit breve. Entre.

§ Jon Devereus porta lassise de novele dysseisine ver plusurs. Un Gerrard com tenant ke fut deynz Novel Disseisin.

A.D. 1292. age, answered, for all, as tenant; and said that he (John) could not be disseised by him or his ancestors, and for the reason that he (the tenant) himself recovered the tenement by writ of Mordancester, on the death of his father: and he prayed judgment if there ought to be an assise.—*Louther.* And between whom did the judgment pass? We tell you that it was between you and a third person, and not between you and us: and a transaction between other persons ought not to prejudice us: and we will aver that John was seised as of freehold until &c.—*Kinge.* How seised of the freehold?—*Louther.* We tell you willingly that one Walter father of Gerard, gave the same tenement to Joan his daughter and to her heirs; which Joan took a husband, such an one by name, who died; after his death the said Joan took and married the said John Devereus, and had issue by him; and thus he claims to have a freehold; and he was seised until Gerard and Nicholas and the others named &c. him &c.—*Kynge.* Sir, he asserts what he wishes. Walter, the father of Gerard, died seised; and this was found by the assise of Mordancester: and we pray that enquiry may be made thereof.—THE ASSISE came, and said that Walter, the father of Gerard, gave the tenement to Joan his daughter and to her heirs; and that Joan was seised by virtue of the gift, and continued her estate during the life of her first husband; and that after his death she took [to husband] the said John, by whom she had issue; and that John the second husband and she were seised during the whole of her life; and that after the woman's death John Devereus the second husband did, by the curtesy of England in consequence of issue, enter on the same tenements, and held them until &c. he was disseised by Nicholas de C., who is named in the writ, and his suit.—KAVE. What say you as to the others named in the writ? were they there for the purpose of committing the disseisin or not?—THE ASSISE. By God,

age respundy pur touz, e dyst ke disseysi par ly ne A.D. 1292.
par les ancestres ne pount yl estre; par la resone ke ymemes rekevery le tenement par bref de Mordancestre de la mort son pere; e demanda jugement si assise deive estre.—*Louyere.* Parentre ky e ky passa le jugement? Nus dyom ke parentre vus e un autre, e nent parentre vus e nus: e tele chosse ke est fet parentre autres a nus ne deit nure: e nus volum averer ke Jon fut seisi com de franc tenement jekes &c.——*Kinge.* Coment seisi de franc tenement?—*Lowiere.* Volunters nus vus diom ke un Water le pere Gerrard, dona a Jone sa file e a ces eyrs meme le tenement; la quele Jone prit baron, un tel par nun, ke morut: apres la mort sy prit e esposa memes cety Jon Devereus cele Jone, e aveyt engendrure de ly; e issi cleyme yl aver franc tenement, e seisi fut jekes a tant ke Gerard e Nichole e les autres nomez &c. ly &c.—*Kynge.* Sire, yl dit son talent; ke Water le pere Gerrard morut seisi; e coe fut ateint par lassise de Mordancestre; e coe priom ke seyt enquis.—LASSISE vint, a dyt ke Water le pere Gerrad dona le tenement a Jone sa file e ses heyrs; e Jone seisie par le doun, e son estat continua vivant son primer baron; e apres sa mort si prit ele cety Jon de ky ele aveit engendrure; e Jon le secunde baron e ele seisi furent a tote la vie la femme: apres la mort la femme Jon Devereus le secunde baron, par la cortesie de Engletere par la resone del issue, entra en memes les tenements, e out jekes &c. ke yl fut disseisi par Nichole de C. ke est nome en le bref e par sa sute.—KAVE. Quei dites vus de autres nomez en le bref? furent yl pur la disseisine fere ou nun?—LASSISE. Sire, pur deu nus fumes loynz del leu ou la

A.D. 1292. Sir, we were far away from the place where the disseisin was effected; therefore we do not know if the others named in the writ were there or not. — KAVE. And because it is found by the Assise that Gerard's father did not die seised &c., and that John was in seisin after the death of his wife, and held by the curtesy &c. until &c., this Court adjudges that John do recover &c. and that Nicholas be in mercy &c.

Besael. § One William brought a writ of Besael against B., and laid the descent thus,—from Leulin to William as son, from William to William as son, and from William to William, the present demandant, as son.—*Roger Pain.* Sir, through William the grandfather he can not demand anything; for we tell you that he was a bastard; ready &c. if he &c.—*Kinge.* He can not get to the plea that he was a bastard; for we tell you that he did, after the death of Leulin his father, enter on the inheritance of his father as son and heir, and that he continued his estate for the whole of his life, without being a bastard, and died seised; and this we will aver.—*Roger Pain.* He did not enter as son and heir; ready &c.—And the other side said the contrary.—Therefore &c.

Entry. § One Nicholas Wace brought a writ of Entry, on a term which had expired, against Alexander le Friwile and Joan his wife and against the others who were parceners with Joan; (and it was after a partition made between them). Alexander and Joan and the other parceners were summoned at the tenement demanded in the county of Hereford, where the other parceners had nothing, and knew nothing of the summons. — *Kinge.* Sir, Alexander and Joan have parceners, namely such an one and such an one, who are named there in the writ; and they reside, Sir, in Leicester; and they pray aid of them.—*Tiltone.* They were summoned, and they come not to answer. Answer, you; for you are tenant of the

disseisine fut fete; par quey nus ne savum si les autres nomez en le bref furent la ou nun.—KAVE. E pur coe ke ateynt est par assise ke le pere Gerrard ne morut nent seisi &c., e ke Jon fut en seisine apres la mort sa femme, e tint par la cortesie &c. jekes &c., si agarde &c. ke Jon rekevere &c. e Nichole en la mercye &c. A.D. 1292.

§ Un William porta bref de Besael ver B., e fit la dessente issi—de Leulin a William com a fiz, de William a William com a fiz, de William a William ke ore demande com a fiz.—*Roger Pain.* Sire, par my William le ael ne put yl rens demander; ke nus vus diom ke yl fut bastard; prest &c. si yl &c.—*Kinge.* A coe ne put yl avenyr a dire, ke yl fut bastard; ke nus vus diom ke apres la mort Leulyn son pere yl entra en le heritage son pere com fiz e heyr, e continua son estat a tote sa vie, sanz eistre bastard, e morust seisi; e coe volum averer.—*Roger Pain.* Ke yl ne entra nent com fiz e heyr, prest &c.—E lautre le revers.—Ideo &c. Besael.

§ Un Nichole Wace porta bref de entre a terme ke passe est ver Alisandre le Friwile e Jon sa femme e vers les autres parceners Jone; et hoc post divisionem factam. Alisandre e Jone e les autres parceners furent somunz a le tenement demande en le Cunte de Hereforde, la ou les parceners naveynt rens, ne ren ne saveynt de les somuz.—*Kinge.* Sire, Alysandre e Jone unt parceners, tele e tele, ke sunt nomez ilex en le bref, ke meynent en Leycestre, Sire: e prient eyde de eus.—*Tiltone.* Yl furent somunz, e ne venent nent a respondre. Responet; vus estes tenant del enter,— Entre.

A.D. 1292. whole.—*Kinge.* They know nothing of the summons; for they are not of this county, and have not anything in this county: and it would be wrong if they should lose without knowing anything of this: therefore it is fit that they should be summoned in the county where they have land.—It was adjudged that the parceners should be summoned where they had land. And the demandant and Alexander and Joan were adjourned to the Eyre of Salop, at the quinzain of St. Michael.

Trespass. § One Adam and Joan his wife brought a writ of Trespass against B., saying that tortiously and with force and arms &c. he had taken their chattels, to wit carpets, sheets &c. to the value of ten pounds, tortiously &c.and to their damage of twenty marks.—*Roger Payn* denied tort and force and the coming with force and arms &c.; and said that they ought not to be answered on that writ; for the reason that whereas they jointly complain of B. that on such a day in such a year he took the chattels belonging to Adam and Joan jointly, to the value &c., B., Sir, answers you that on that day in that year she (Joan) was single; and he prays judgment of the writ.—The writ was abated; because it ought to have said "the chattels of the said Joan "to the value of &c."—*Tiltone* said, Sir, the chattels belong to the husband.—*Kynge.* These chattels, in respect whereof they complain, never belonged to the husband.

Dower. § Note that, if a woman bring a writ of Dower against B., and B. vouch to warranty the heir, who has nothing wherewith to make recompense in value to the woman, the tenant shall be summoned in order to know if he can say aught why the woman shall not have her dower demanded against him out of the tenement which he holds: and if he do not come, she shall recover her dower against the tenant, on his default, because the vouchee to warranty has nothing.

Kinge. Yl ne sevent rens de les somunz; ke eus ne sunt nent de coe cunte, ne ren ne unt en coe cunte; e tort sereint sy yl devereint perdre sanz coe ke yl ne susent de coe: par quey yl covent ke yl seient somunz en le cunte la ou yl unt tere.—Agarde fut ke le parceners furunt somunz la ou eus aveient tere. E le demandant e Alisandre e Jone furent ajorneez en Heyre de Seloubers a la Quinseyne de la Seint Michel. A.D. 1292.

§ Un Adam e Jone sa femme porterent un bref de trespas ver B., ke a tort e force e armes &c. aveit pris lur chateus, nomement tapiz linseuz &c. a la value de .x. livres, atort &c. a lur damage de .xx. mars.—*Roger Payn* defen tort e force e la venue od force e armes &c.; e dit ke a tel bref ne devereient eus nent estre respundu; par la resone ke la ou yl se pleinent joint de B., ke teu jour tel an devereit aver pris les chateus Adam e Jone joint a la value &c., Sire, B. vus respunt ke a teu jour e en tel an si fut ele sole de seie, e demande jugement deu bref.—Le bref fut abatu; pur coe ke yl dut aver dit "catalla ipsius Johannæ ad "valentiam &c."—*Tiltone* dit, Sire les chateus sunt al baron.—*Kynge.* Coe chateuz ne furent unkes a le baron dunt yl se pleint ore. Trespas.

§ Nota, si une femme porte bref de dowere ver B., e B. voche a garrantie le heyr, ke ren nad dunt fere a la value a la femme, le tenant sera somunz saver mun si yl sache ren dire pur quey la femme navera son dowere vers ly demande de le tenement ke yl tent: e sy yl ne vine nent, ele rekevera son dowere ver le tenant par sa defautes, pur coe ke le garrant nat ren. Dowere.

A.D. 1292. Novel Disseisin.

§ One Adam and Joan brought the Novel Disseisin against B., and said that he had disseised them of their freehold; and Adam complained that B. had disseised him of his freehold.—*Kynge.* Sir, Adam was not ever, as he complains, solely seised of the six acres of land in C. in such wise that he could be disseised: and we pray the Assise. And Adam and Joan were not ever, as they complain &c., jointly seised of ten acres of land in N. in such wise &c.: and we pray the Assise.—THE ASSISE came, and said that Adam alone was not ever seised of the six acres in C. in such wise &c.; (intimating that he was seised jointly with another, and not solely seised;) and said further, that Adam and Joan were not ever jointly seised of the ten acres &c. in such wise &c.—It was adjudged that they should take nothing by their writ.

Dower.

§ One Alice brought a writ of Dower against B.—B. vouched to warranty one Nicholas, by the deed of his ancestor.—*Tiltone* (for Nicholas). Sir, by that deed he can not bind us; for the reason that, after the making of that charter, this same B. was impleaded for the same tenement by one John de N., by writ of Novel Disseisin; in which writ he did not vouch us to warranty, or bring against us any writ of Warranty of Charter; and he lost the tenements; how we know not; whereas, if he had vouched us, we might have given an answer by our warranty. So we pray judgment if—inasmuch as he might have vouched us when he was impleaded, and did not, but lost the tenements without vouching us,—we are now bound to warrant him, albeit the tenements may be now come into his seisin by a later estate and by a new purchase.—*Kynge.* Is it your deed or not?—*Tiltone.* We can not deny it. —*Kinge.* Sir, inasmuch as he has admitted his father's deed, and inasmuch as the woman demands her dower in respect of a higher estate and an earlier time than

§ Un Adam e Jone porterent la Novele disseisine ver B,, e dit ke yl les aveit disseisi de lur franc tenement; e Adam se pleint ke B. ly aveit disseisi de son franc tenement. — *Kynge.* Sire, ke Adam ne fut unkes seisi soul de les .vi. acres de tere en C., sicom yl se pleint, issi ke yl pout estre disseisi : lassise. E ke Adam e Jone ne furent unkes joint seisi de .x. acres de tere en N. issi &c., sicom yl ce pleynent &c. : lassise.—LASSISE vint e dit ke Adam soul ne fut unkes seisi de les .vi. acres en C. issi &c. ; (quasi dicat yl fut joint od un autre seisi e nent soul ;) e dit aussy ke Adam e Jone ne furent unkes seisi joint de le .x. acres &c. issi &c.—Agarde fut quod nil caperent per breve. A.D. 1292. Novele disseisine.

§ Une Alice porta bref de Dowere ver B. B. vocha a garant un Nichol par le fet son ancestre.—*Tiltone.* (pur Nichol). Sire, par ceu fet yl nous ne put lyer ; par la resone ke apres la confeccion de cele chartre sy fut meme cety B. enplede de meme cel tenement, par un bref de Novele disseisine, par un Jon de N., a queu bref yl nus ne vocha pas a garrantie, ne bref de garrantie de chartre sur nus ne porta, e perdy les tenements ; la ou nus ne savum rens ; par la ou nus poriom aver respondu par nostre garrantie, si yl nous ut voche: dunt demandom jugement desicom yl nus pout aver voche al oure ke yl fut enplede, e ne fit nent, eynz perdy sanz nus vocher les tenements, si nus seom ore tenu a ly garrantir, coment ke les tenements seyent ore venuz en sa seysyne par plus tardyf estat e par novel purchas.—*Kynge.* Esse vostre fet ou nun? *Tiltone.* Nous ne poum dedire.—*Kynge.* Sire, desicom yl ad conu le fet son pere, e desicom la femme demande son dowere de plus haut estat e de eine tens ke neit le estat ke nus avum par le fet son pere, e Dowere.

A.D. 1292. is the estate which we have by his father's deed, and we are in possession,—judgment if he ought not to warrant.—*Huntyndone.* Sir, when he had, by the writ of Novel Disseisin, lost the tenements which he now at this time holds, he could not by virtue of our ancestor's deed have vouched us to warranty or have bound us to warranty by a writ of Warranty of Charter; and that estate which he now at this time has is a new estate: judgment if in respect of this new estate which he now has, and which is not by the deed of our ancestor, he can bind us to warranty by virtue of the deed of our ancestor which is of elder date.—*Kynge* rehearsed his first argument.—And both sides did abide judgment.—*Huntindone.* Sir, inasmuch as he was once discharged from the warranty, viz. after the judgment given in the Novel Disseisin, by which judgment he (B.) lost, and which judgment still stands in force, we do not think that he can now bind us &c., unless it be by some deed executed by us since that time, or unless the judgment given in the Novel Disseisin be reversed: and we pray judgment if he can.—*Spigornel.* If he were now at this time to warrant, he would warrant simply in the Right, and the warranty would be quite simple, and would bind him and his heirs &c. —*Kynge.* You assert what you wish: the warranty would be special, and not simple; and for the reason that she demands her dower of an estate higher than is the estate which we have by the deed of his father.—The Judgment was that he should warrant; and so, that the woman demanding her dower should recover against the tenant, and that the tenant should recover in value against the vouchee. But that judgment was thus given because the warrantor had not sufficient to make recompense in value to the woman demandant. If it had been otherwise, she would have recovered in value against the warrantor, and the tenant would have held in peace. And note, that if Nicholas himself had

nus sumes eins, jugement si yl ne deyve garrantir.— A.D. 1292.
Huntyndone. Sire, qant yl aveit perdeu les tenements par bref de Novele disseisine ke yl tent ore endreit, yl nus ne pout aver voche a garrantie, ne nus aver lye a la garrantie par bref de Garrantie de chartre, par le fet nostre ancestre; e cel estat ke yl ad ore endreit sy est novel estat. Jugement [si] de coe novel estat ke yl ad ore, e nent par le fet nostre ancestre, nus pusse lyer a la garrantie par le fet nostre ancestre, ke est de plus eine tens. — *Kynge* rehersa sa primer resone: e demorerent en jugement de une part e de autre.—*Huntindone.* Sire, decicom yl fut une fet desoblige a la garrantie, apres le jugement rendu en la Novele disseisine, par queu jugement perdy, le queu jugement esta uncore en sa force, ne entendum ke yl nus pusse ore lyer &c., si coe ne fut par nostre fet pus cel tens fet, ou ke le jugement rendu en la novele disseisine fut reverse: e demandom jugement sy yl pusse.—*Spigornel.* Sy yl garrantat ore endreit, yl garrantereit simplement en le dreit, e la garrantye serreit symple en sei, e liereit ly e ses heyrs &c.—*Kinge.*[1] Vus distes vostre talent: la garrantye serreit espesiale, e nent simple; par la resone ke ele demande son dowere de plus haut estat ke neit le estat ke nus avum par le fet son pere.—Judicium fuit quod warentysaret, et ideo quod fœmina petens dotem recuperet versus tenentem, et tenens versus vocatum ad valentiam. Sed judicium istud fuit sic redditum quia warrentus non habuit satis unde potuit fecisse[2] fœminæ petenti ad valentiam; alias recuperasset ad valentiam versus warrentum, et tenens teneret in pace. Et nota, sy Nichol memes ut recovery vers

[1] MS. Kave.

[2] MS. fessisse.

A.D. 1292. recovered the tenements against B., then the charter would have been thereby annulled, and, consequently, also the clause of warranty.

Note. § Note that, where a woman says that she is joint-feoffee with her husband, and that he has pleaded badly, and prays that she may be received to defend her right, it is necessary in this case to shew by what deed she is joint-feoffee. In like manner, where a man and his wife are joint-feoffees, and one of them be not named in the writ, if the one who is named in the writ desire to abate the writ, it is necessary that he or she have the feoffment in hand.

Writ of Account. § The executors of Nicholas de C. brought a writ of Account against B.—*B.* Sir, we tell you that on such a day, in such a year, in such a vill, we rendered an account to the said executors; and they took into their possession the rolls and tallies which we had; and this we will aver: and we pray judgment if we ought to answer this writ, inasmuch as they have in their possession the tallies and rolls.—*Tiltone.* What have you to shew acquittance?—*Kinge.* We will aver that we rendered an account to them, and that they took into their possession &c., as above. Judgment if we ought now to render an account, inasmuch as they have in their possession &c. as above.—*Tiltone.* And we pray judgment if—inasmuch as you were his bailiff &c. and have no acquittance—you ought not to answer.—Therefore to judgment.

Covenant. § One Alice brought a writ of Covenant against B., and said that tortiously he does not perform the covenant made between John de C., father of the said Alice whose heir she is, and N. de C., uncle of the said B. whose heir he is &c.—*Tiltone.* Make him out to be uncle.—*Huntyndone.* There is no need to do that in a writ of Covenant; for in this writ it can not be tried if he be

B. les tenements, dunke la chartre par taunt ut este anentye, e par consequens la clause de garrantye. A.D. 1292.

§ Nota, la ou femme die ke est joint feffe od son baron, e die ke son baron ad malement plede, e prie ke ele pusse estre ressu a defendre son dreit, yl covient en coe cas fet[1] par queu fet ele est joint feffe. En meme la manere, la ou houme e sa femme sount joint feffe, e lautre neit pas nome en le bref, sy cely ke est nome en le bref vodera abatre le bref, yl covent ke yl eit le feffement en poin. Nota.

§ Les executours Nichol de C. porta bref de Acunte ver B.—*B.* Syre, nus vus diom ke teu jour, tel an, en tele vile, sy rendimes nus acunte a memes les executours; e eus pristrent les roules e les tayles vers eus ke nous avyom; e coe volum averer: e demandom jugement si a cety bref devum respundre, desycom eus unt vers eus les tayles e les roules. — *Tiltone.* Quey avez de la quitance?—*Kinge.* Nus volum averer ke nus rendymes acunte a eus, e eus pristrent vers eus &c ut supra. Jugement si ore acunte devum rendre, desicum eus unt vers eus &c. ut supra. — *Tiltone.* E nus jugement, desicom vus conysez ke vus futes son baylyf &c. e navez nul aquitance, sy vus ne devez respundre.—Ideo ad Judicium. Breve de compoto.

§ Une Alice porte bref de covenant ver B., e dyt ke atort ne ly tent covenant fet entre Jon de C., le pere meme cete Alice, ke heyr ele est, e entre N. de P., le uncle memes cety B., ky heyr yl est &c.—*Tiltone.* Fete le uncle.—*Huntyndone.* Coe neit mester en bref de Covenant; ke en cety bref ne put pas Covenant.

[1] Apparently a mistake for "mostrer."

A.D. 1292. uncle or not.—It was adjudged that he should make him out to be uncle.—And he did so.—*Huntyndone.* By God, you shall not get in this writ to say that he was a bastard.—*Tiltone.* What have you to shew the Covenant?—*Ralph.* A good writing. And he put it forward.—*Tiltone.* Sir, that writing ought not to prejudice him (B.); for we tell you that at the time when that writing was executed, N. his uncle was out of his mind and foolish; ready &c.—*Huntyndone.* Sir, our father held the land for two years whilst N. was of sound mind; and he ratified his deed which he had previously executed; ready &c.—*Tiltone.* What have you to prove the ratification?—Ralph had nothing except an averment by the country; and he said, Of sound memory, ready &c.—Therefore &c.

Dower. § One Alice brought a writ of Dower against B.—*B.* Sir, she ought not to have dower; for the reason that she abandoned her husband, and lived in adultery with him who has now married her, ready &c.—*Tiltone.* Sir, we tell you that her husband drove her out: and that she was afraid to remain with him: so need was that she must go; and we pray judgment &c.—*Kynge.* She lived with him: ready &c.—*Tiltone.* He drove her out from him; ready &c.—*Kynge* ought to have said the contrary, viz. that he did not drive her out, ready &c., but that she went off at her own free will and lived &c., ready &c.—Therefore &c.

Mordancester. § One Adam brought an assise of Mordancester against B., and said in his writ "on the day when he died."—*Kynge.* Heretofore, in this same Eyre, he brought an assise of Mordancester against us for the same tenements, in which writ it was said "on the day when he "undertook a journey to &c.;" whereby he supposed that his ancestor did not die seised &c.: and now this writ says "on the day when he died," whereby he

estre detrie si yl fut uncle ou nun.—Fut agarde ke yl le feit uncle. Et fecit.—*Huntyndone.* Par dy vus ne avendrez nent a dire en cety bref ke yl fut bastard.[1]—*Tiltone.* Quey avez de covenant?—*Rauf.* Bone escrit. E myst avant.—*Tiltone.* Syre, cele escrit ne ly deit nure; ke nus vus diom ke al oure qant cel escrit fut fet si fut N. son uncle hors de memore e deve, prest &c.—*Huntyndone.* Sire, nostre pere tynt la tere par deuz anz qant N. fut de bone memore; e yl ratefia son fet ke yl aveit fet devant, prest &c.—*Tiltone.* Quey avez de coe ke yl ratefia?—Rauf[2] nihil habuit nisi patriam; de bone memore prest &c.—Ideo &c. A.D. 1292.

§ Un Alice porta bref de dowere ver B.—*B.* Sire, ele ne deit dowere aver; pas la resone ke ele deguerpi son baron, e demora od cely ke ore la ad espose, en adulterie; prest &c.—*Tiltone.* Sire, nus vus diom ke son baron la enchasa de ly: e ke ele ne osa pas demorer od ly; par quey il covendreit ke ele alat; e demandom jugement &c.—*Kynge.* Ke ele demora od ly, prest &c.—*Tiltone.* Ke yl la enchasa de ly, prest &c. —Yl convendreit ke *Kenge* deit le revers, ke yl ne la enchasa nent, prest &c., mes ala de sa bone volunte, e demora et cetera, prest &c.—Ideo &c. Douere.

§ Un Adam porta un assise de mordancestre ver B.; e dit en son bref "die quo obiit."—*Kynge.* Devant y coe, en meyme cet Eyre, sy porta yl un assise de mordancestre ver nus de meyme les tenements, en queu bref fut dit "die quo iter aripuit versus &c.;" e par tant supposa yl ke son ancestre ne morut nent seisi &c.; e ore veut coe bref "die quo obiit," e par tant sup- Mordancestre.

[1] It would seem that an allegation of bastardy, by *Tiltone*, has been accidentally omitted.

[2] Ralph Huntindone.

A.D. 1292. supposes that his ancestor did die seised &c.: and these are two contraries: so we pray judgment, inasmuch as he heretofore by his own writ admitted in a Court &c. that his father did not die seised &c., if he ought now to be answered on this writ which states that he died seised &c.—BEREWIKE. What issue did the first writ take?—*Howard.* Sir, we said that the place where the tenement demanded was said to be was neither a vill nor borough nor hamlet; and we went to the Assise; and they prayed leave &c. And inasmuch as we pleaded down to the Assise in the other writ which supposed that he did not die seised &c., we pray judgment if now he ought to be answered &c. as above.—KAVE. The Assise did not pass.—*Howard.* What of that?—*Kinge.* Sir, they say that he died seised. Where, Sir, did he die seised?—*Spigornel.* What does that matter?—*Kynge.* He did not die in England; ready &c. You can bring a good writ stating "in which "journey he died as it is said;" for this writ does not serve where the ancestor takes &c. and dies out of the realm.

Novel Disseisin. § Note that, if Adam bring the Novel Disseisin against B. &c., and B. say that he has committed no tort, and that he entered by the feoffment of such an one; and put forward the charter; and Adam say thus, "Sir, "whatever charter he &c.; we tell you that we were "seised as of freehold until B. tortiously disseised us; "and we pray the Assise," the Assise shall pass.—Note, by *Howard,* in such a case, where the tenement is out of the county, it is necessary that a day certain should be given to the parties, and not the first sitting.

Novel Disseisin. § One Maud de Mortimer brought the Novel Disseisin against Ralph de Toune before Sir Gilbert de Wortone &c.; and the parties pleaded as far as the Assise; and they agreed to one composed of English and Welsh in

pose yl ke son ancestre morut seisy &c: e coe deus sunt contraries: dunt demandom jugement, desicom devant ces oures yl ad conu par son purchas demene en court &c. ke son pere ne morut nent seisy &c., sy ore deyve estre respundu a cety bref ke veut en sey ke yl morut seisi &c.—BEREWIKE. Quel issue prit le primer bref?—*Howard.* Sire, nus deimes ke la ou le tenement fut demande ne fut vile bourc ne hamelet; e fumes a lassise; e yl prierent cunge &c.: e desycom nous pledames al assisse al autre bref, ke supposa ke yl ne morut nent seisi &c., demandom jugement si ore deive estre respundu &c. ut supra.—KAVE. Lasisse ne passa nent.—*Howard.* Quey de coe?—*Kinge.* Sire, yl dient ke yl morut seisi. Ou, Sire, morut yl seisi?—*Spigornel.* Quey fage force?—*Kynge.* Ke yl ne morut nent en Engletere, prest &c.: vus poez porter bon bref "in quo itinere obiit ut dicitur;" kar cety bref ne sert pas la ou le ancestre prent &c. e murt hors del realme. A.D. 1292

§ Nota, si un Adam porte la novele disseisine ver B., e B. die ke yl nad nul tort fet, ke yl est entre par le feffement un tel, e boute avant la chartre; e Adam die issi,—Sire, quele chartre ke yl &c., nus vus diom ke nus fumes seisi com de franc tenement jekes atant ke B. de son tort nus disseisi; priom lassise;—Lasise passera.—Nota par *Houard,* en teu cas la ou le tenement est ors de Cunte, yl covent ke serteyn jour ceit done a les partyes, e nent ad primam assisam. Novele disseisine. Nota.

§ Une Maud de Mortimer porta la novele disseisine ver Rauf de Toune devant Sire Gilbert de Wortone &c.; e[1] replederent jekes a lasise, e se assenterent en Engleys e en Galeys oveke; e le Record fut mande par Novele disseisine.

[1] MS. cle.

A.D. 1292. equal numbers: and the Record was sent by the King's Council to Sir John de Berewike and his companions, Justices in the Eyre of Hereford, by a special warrant and not as in Eyre, because the tenements were out of the county.—*Louther* prayed the Assise, in the way that the plea was pleaded before &c.—*Howard.* They have not had the View; therefore the Assise can not now pass, before &c.—It was ordered that they should have the View, and that the parties should keep their day on Monday at Leominster.—At Leominster, *Howard* said that Ralph de Toune had not any day before the Justices; and (said he to the Justices) this you will find by the Record.—The Record was read, and it was not found that Ralph had a day before the Justices.—*Louther.* Sir, at Hereford, my lady and Sir Ralph were in court; my lady prayed the Assise; thereupon it was said that the Assise had not effected the View; wherefore it was ordered that they should have the View, and the parties were told to keep their day at Leominster; and then they had a day here; and, by my lord Sir Ralph taking his day, he ratified the power of the Justices; and he challenged the lady's attorney. Judgment if he can now counterplead your power or say that he has no day here.—*Howard.* I answer that Sir Ralph had not a day before them; and inasmuch as he had not a day before them, they could not give a day to him: and thereof we pray your judgment.—*Louther.* Sir, by the writ of our lord the King you are informed that a certain day was given to the parties; judgment &c.—*Howard.* You assert what you wish; the writ of our lord the King supposes that we had a day, but it does not thereby follow that we did have a day; and this you find by the Record; and you can not travel out of the Record which is your warrant; and from the Record it appears that we have not a day: judgment if without having a day we ought to answer. [*Spigornel*]. Who are you who say that?—*Howard.* Sir Ralph by his

conseyl le Roy a Sire Jon de Berewike e ces compay- A.D. 1292.
nunz Justices en le Heyre de Hereford, par especial garrant e nent com en Eyre, pur coe ke les tenements furent ors de Conte.—*Lowiere* pria lasise; solom coe ke le play fut plede devant &c.—*Howard.* Eus ne unt pas heu la veue; par quey lasise ne put pas qant a ore passer, einz &c.—Fut comande ke dusent aver la veue, e ke les partyes agardassent lur jour a lundy a Lemynysstre.—*Howard,* a Lemynytre, dit ke Rauf de Toune naveit nul jour devant les Justices; e dit a les Justices, Coe trovez vus en le record.—Le Record fut lu, e ne fut nent trove ke Rauf aveit jour devant les Justices.—*Lowiere.* Sire, a Hereford ma dame e Sire Rauf furent en court; ma dame pria lasise; la fut dit ke lasise naveit pas fet la veue; par quey fut commande ke yl usent la veue, e a les partyes ke eus agardasent lur jour a Lemynysstre; e ilux aveient jour issi; e par tant ke mun seynur Sire Rauf prit son jour, ratefia si yl le pouer les Justices, e chalenga le atorne la dame: jugement se ore pusse vostre pouer contrepleder, ou dire ke yl nad nul jour issi.—*Howard.* Respondeo, Sire Rauf naveit nul jour devant eus; e desicom yl naveit nul jour devant eus, nul jour ne poeyent a ly doner: e de coe demandom vos jugements. —*Lowyere.* Sire, vus avez par le bref nostre seynur ke certein jour fut done a les partyes; jugement &c.—*Howard.* Vus dites vostre talent: le bref nostre seinur la Roy suppose ke nus avyom certein jour, e pur coe ne suyt yl pas ke nous avyom jour; e coe trovez vus par record; e vus ne poez ren fere outre le record ke est vostre garrant; e par record navum nul jour: jugement sy sanz jour devum respundre. [*Spigornel.*] Ke estes vus ke distes cel?—*Howard.* Syre Rauf par

A.D. 1292. bailiff who is here.—*Spigornel.* We think that the lord is higher than the bailiff; and he himself has previously answered us: therefore the bailiff shall not be received to such an answer, after he (the lord) himself has answered us, and now makes default: and we pray the Assise, on his default.—It was necessary that Ralph should come into Court: and he did so; and he ratified all that his serjeants had said.—Therefore to judgment. —BEREWIKE. We have no power to do any thing out of our warrant; therefore we will not do any thing.—And so the plea is pending until he shall be resummoned before the principal Justice.

Wardship. § Command such an one that justly and without delay he yield up to such an one the wardship of the land and heir of Nicholas de C. in Norton which belongs to the said such an one &c.—*Howard.* Judgment of this writ; it is out of form when it states in what vill the land and the heir are: for it ought not to state in what vill; but, if it demanded land alone, then it ought to state the vill. Judgment.—*Huntyndone.* The writ supposes that the heir is in N., and peradventure he is at Rome: judgment of the form.—It was quashed.

Mordancester. § A writ of Mordancester was abated because it said "Summon &c. twelve &c. free &c. men of the neighbourhood of Leominster," and the land demanded was in the vill of P.; for it ought to have said of "the neighbourhood of P."—It was quashed.

§ Note that, a writ of Novel Disseisin shall not abate by reason of non-tenure of part: but he (the tenant) shall answer in respect of what he holds. But a writ of Mordancester will abate by reason of non-tenure of part.

Detinue of Charter. § Roger Mortymer brought a writ of Detinue of a Charter against dame Maud de Mortymer; who came, by attorney, and said, Sir, on the day and in the year

son baylyf ke ycy est.—*Spigornel.* Nus entendom ke le seinur seit plus haut ke le baylyf; e yl meme ad respundu a nus devant ses oures; par quey le baylyf ne serra nent ore ressu a teu respunse, apres coe ke yl meme ad a nus respundu, e ore fet defaute; priom lasise par sa defaute. Yl covendreit ke Rauf memes vensit en court: e issi fit; e ratefia tou coe ke ces serjans aveint dit. Ideo ad judicium.—BEREWIKE. Nus ne avum nul pouer de fere chosse outre nostre garrant; pur quey nus ne frum ren.—Ideo pendet quousque resummonetur coram principali Justitiario. A.D. 1292.

§ Præcipe tali quod juste et sine dilatione reddat tali custodiam terræ et hæredis Nicholai de C. in Nortone quæ ad ipsum talem pertinet &c.—*Howard.* Jugement de cesti bref; ke est ors de fourme par la ou yl dit en quele vile la tere e le heyr est; ke yl ne dut nent dire en quele vile; mes sy yl demande tere tantum, yl nomera la[1] vile. Jugement.—*Huntyndone.* Le bref suppose ke le heyr est en N.; e par aventure ke yl est a Roume. Jugement de le fourme. —Quassatum fuit. Garde.

§ Un bref de Mordancestre fut abatu pur coe ke yl dit "summone &c. .xii. liberos &c homines de visineto " de Leminstria," e la tere demande si fut en la vile de P.; kar yl dut aver dit " de visineto de P."—Quassatum fuit. Mordancestre.

§ Nota, bref de Novele disseisine ne se abatera mye par nun-tenure de partye: yl respundra de coe ke yl tent. Mes bref de Mordancestre se abatera par nuntenure de partye.

§ Roger Mortymer porta bref de detenu de une chartre ver dame Maud de Mortymer; ke vint par atorne e dyt, Syre, le jour e le an ke yl deient ke la chartre Detenue de chartre.

[1] MS. a la.

A.D. 1292. in which they say that the charter was bailed to dame Maud, Roger le Mortymer her husband was alive; so that she could not then bind herself. Judgment if she be bound to answer. If you adjudge that she ought, she will do so willingly.—*Huntindone.* Sir, our plaint is of a tortious detinue of a charter which the lady now at this time detains from us. Judgment if she ought not now to answer as to her tort.—*Louther.* The cause of your action is the bailment; and at the time [of the bailment] she could not bind herself. Judgment if now she ought to answer of a thing for which she could not bind herself.—*Spigornel.* If you had bailed to the lady when she was coverte &c. thirty marks to take care of, and to restore them when you should demand them, would she be bound now to answer? I think not. So in this case.—*Howard* This case is not similar. In a writ of Debt you would say "she owes," and here you will say "which she unjustly detains;" judgment &c. And on the other hand, our action arises from the tortious detinue and not from the bailment. Judgment &c.—*Louther.* As before.—*Howard.* If I had bailed twenty shillings or a charter to a woman, in this case I should, during her husband's life, have an action against the husband and wife jointly: for the same reason I should have a good action against the woman alone, after the death of her husband, in respect of a bailment made to the woman: and in like manner I should have a good action against the woman alone after the death of her husband in respect of a bailment made to the husband and wife. So in this case, in respect of a thing bailed to the wife alone during the life of her husband.

Besael. § Command &c. one messuage with the appurtenances in N. whereof A. de B., great-grandfather of the aforesaid John, and grandfather of the aforesaid Joan died seised &c.

One Joan and John her cousin who was under age brought a writ of Besael, and demanded of the seisin of Robert, great-grandfather of John and grandfather

fut bayle a dame Maud, sy fut Roger le Mortymer son baron en pleine vie; dunt ele ne se pout obliger a cel oure. Jugement sy ele seit tenue a respundre; e sy vus agardet, ele respundra volunters.—*Huntindone.* Sre, nostre pleinte si est de une torsenouse detenue de une chartre ke la dame nus deteint ore endreit. Jugement si de son tort ore ne deit respundre.—*Louyere.* La cause de vostre accion si est le bail; e a cel oure ele ne se pout obliger. Jugement sy ore deive respundre de chose dunt ele ne se pout obliger.—*Spigornel.* Sy vus usez bayle a la dame qant ele fut covert &c. .xxx. mars a garder, de aver rendu les qant vus les usez demande, sereit ele tenu ore a respundre? Joe entenk ke nun. Aussi par de sa.—*Howard.* Coe neit pas semblable: ke en bref de dette dirrez vus "debet," e issi sy dirrez vus "quam injuste "detinet;" jugement &c. E de autre part, nostre accion sourd de la torsenouse detenue, e nent deu bayl. Jugement &c.—*Louyere.* Ut prius.—*Howard.* Si joe use bayle .xx. souz ou une chartre a W. une femme, en coe cas sy avereyge accion vers le baron e la femme joint vivant le baron: par meme le resone sy averey ge bone accioun vers la femme soule apres la mort le baron de bayl fet a la femme: e en meme la manere si avera joe bon accion vers la femme soule apres la mort le baron de bayl fet a le baron e a se femme: ausi pardesa, de chosse bayle a la femme soule vivant son baron.

A.D. 1292.

§ Præcipe &c. unum messuagium cum pertinentiis in N., de quo A. de B. proavus prædicti Johannis, avus prædictæ Johannæ, obiit seisitus &c.

Besael.

Une Jone e Jon son cosin, ke fut deins age, porterent bref de Besael, e demanderent de la seisine Robert besael Jon e ael Jone, de Robert a W. com a

A.D. 1292. of Joan, [descending] from Robert to W. as son, from W. to Isabel and to Joan who now demands, and from Isabel to John, who now demands jointly with Joan, as son &c. — *Tiltone* (for W.) They can not demand anything; for the reason that he was a bastard; ready &c.—*Payn.* He was mulier; ready &c.—Therefore to the country, because he who was to be bastardised was dead.

Nota. § Note that, if one wish to acquit himself in a writ of Detinue of Charter, he will not be received to say thus,—Sir, I deny that on such a day in such a year as they have counted he did bail &c. to me any charter; and I am ready to do whatever &c.:—but he must say in addition, Neither do I detain any charter from him; ready to do &c. as before.

Voucher to warranty. § Dame Maud Devereus brought a writ of Dower against Edmund le Mortymer. Edmund le Mortymer vouched to warranty William Devereus.—*William.* By what do you vouch me?—*Edmund.* By the deed of your ancestor. (And he put forward a charter.)—*William.* By this deed I can not be bound; for the reason that it was made in time of war, between two battles: and the deed can not avail, by reason of the Dictum de Kenilworth.—*Louther.* The phrase "time "of war" is to be understood only of opposite parties; but William Evereus, his father, and Roger le Mortimer, father of Edmund, were both on one side: therefore it was not time of war, as to them. Judgment &c.—*Howard.* Sir, he can not vouch by this deed; for the reason that at the time when this deed was made, King Henry, who then was, was in prison: and inasmuch as the governour and the head of Law was in prison, the Law itself was in prison: so that at that time when the deed &c. there was no Law: therefore the deed and the feoffment is void in itself. Judgment if

fiz, de W. a Isabele e a Jone ke ore demande, de Isabele a Jon com fiz ke ore demande ensemblement od Jone.—*Tiltone* (pur W.) Ne pount eus ren demander; par la resone ke yl fut bastard; prest &c.—*Payn.* Meylere, prest &c.—Ideo ad patriam, quia mortuus fuit qui deberet bastardisari. A.D. 1292.

§ Nota si un home se vodera alayer en bref de detenue de chartre, yl ne sera nent ressu a dire issi, Sire ke tel jour ne tel an com yl unt conte nule chartre a moy ne bayla defent &c., e prest suy a fere qant ke &c.: mes yl dirra plus outre tant, ne nule ne luy detenk, prest a fere &c. ut prius. Nota.

§ Dame Maud Devereus porta bref de dowere vers Edmund le Mortymer. Edmund le Mortymer vocha a garrant William de Evereus.—*William.* Par quey me vochez?—*Edmund.* Par le fet vostre ancestre. E mit avant une chartre.—*William.* Par coe fet ne puyge estre lye; par la resone ke yl fut fet en tens de gere par entre les deuz batyles; le queu fet ne put valer par le dit de Kenilworth.—*Loyere.* En tens de gere est a entendre de diverse partyes; mes ore fut William Evereus son pere e Roger le Mortymer pere Edmund de une part: par quey coe ne fut par tens de gere qant a eus. Jugement &c.—*Howard.* Sire, par ceu fet ne put yl vocher; par la resone ke al oure qant ceu fet fut fet, sy fut le Roy Henri, ke dunke fut, en prison: e desicom le governour e le chef de leis fut en prisone, sy fut la ley en prisone; issi ke a cel oure qant le fet &c. ne aveit yl nule ley; par quey le fet e le feffement est nul en sei. Jugement si par ceu Garent vocher.

A.D. 1292. by virtue of this deed, which is void in itself, he ought to warrant.—*Spigornel.* Sir, whatever he may say about the King being then or at any other time in prison, we do not think, Sir, that this can exonerate him from this warranty, if he do not say that he himself was then in prison. And if he will say that we will answer willingly.—*Louther.* As before.—*Kynge* cited a case of certain persons who made a like deed, where it [was held] void in itself, although made between parties both on one side in time of war: and thereof he vouched the Rolls as proof.—*Louther.* That might have been because what we allege was not then alleged by the party. —*Kynge.* Ready &c. that it was alleged &c.—*Spigornel.* To that averment you shall not be received here; for this is a matter which is in the discretion of the Justices.—Neither was he received.—*Howard.* A writ of Entry, under similar circumstances, says only "in time "of war," and does not make any mention of opposite sides or of those who are on one side; therefore the phrase is to be understood in a general sense, applying as well to one side as to both sides, as J.'s writ states. Now they have admitted that the charter was made in time of war: judgment of their admission.—*Louther.* It is to be understood of opposite sides; judgment &c. —Therefore &c.—At last Sir Edmund made default, because he well knew that judgment would pass against him. And dame Maud prayed judgment of his default. And Sir William Devereus said that Edmund had made default, and prayed judgment in what wise he might depart.—It was adjudged that dame Maud should recover her dower against Edmund, on his default; and that William Devereus should depart quit of the warranty; and that Maud Devereus should sue out a writ of Execution at the quinzain of St. John the Baptist.

Note. § The case (following) was that Walter de Penebre delivered to William de Penebre and to Euphemia the

fet ky est nul en sey deive garranter.—*Spigornel.* A.D. 1292.
Sire, quey ke yl dye ke le Roy fut en prisone a cel oure ou autre, ke ke yl seit, Sire, entendom pas ke coe leuy pusse outer de cete garrantie, si yl ne deit ke yl meyme fut en prisone adunke: e sy yl veyle coe dyre, nus ly respundrom volunters. — *Lowyere.* Ut prius.—*Kynye* mit ensample de serteyne persones, ke yl teu fet fesseint,[1] fut nul en sey, tout fut coe fet parentre partyes de un acord en tens de gere; e de coe vocha a garrant Roules.—*Louyere.* Coe pot estre pur coe ke coe ke nus aleggum ore ne fut allegge adunke par la partye. — *Kynge.* Prest &c. ke coe fut allegge &c.—*Spigornel.* A cel averement ne serrez vus nent ressu issy ke coe chet en descresion des Justices. Nec fuit. —*Howard.* Bref de entre en coe cas si dit tant soulement "tempore geuerre," e ne fet nul mencion de diverse partyes, ne de seus ke sunt de une partye; pur coe est a entendre generalment, seit coe de une partye ou de dyverse partyes, solom coe ke le bref J. veut: e yl unt conu ke le chartre fut fete en tens de gere. Jugement de lur reconisance. — *Lowyere.* Coe est a entendre de dyverse partyes; jugement &c.—Ideo &c. —A derein Syre Edmund fit defaute, pur coe ke yl saveit ben ke le jugement passereyt encontre luy: e dame Maud demanda jugement de sa defaute: e Sire W. Devereus dit ke Edmund fit defaute, e demanda jugement com yl dut departeyr.—Fut agarde ke dame Maud recovereyt vers Edmund son dowere par sa defaute; e ke W. Devereus departat quites de la garrantie; e ke Maud Evereus suyereit bref de execucion a quinseyne de Seint Johan le[2] B.

§ Le cas fut ke Water de Penebre livera la partye Nota.
Eufemme a Villem de Penebre, e a Eufemme qant ke

[1] MS. feffement. | [2] MS. de.

A.D. 1292. portion belonging to her, except her portion of a large meadow whereof she ought to have had a full half, but had nothing: and she recovered it by the Cui in vita.

Mordancester.

A heritage descended to Isabel and Euphemia who were sisters; and they were under age, and consequently in ward to Walter de Penebre, their lord. Walter married Isabel; and he gave Euphemia to his son William de Penebre. To his son William and Euphemia his wife Walter alienated what he held in right of his wife, and died. After that came Isabel, and brought a writ of Entry "cui, &c." against William de Pennebre &c., and recovered, and alienated the tenements to a stranger. After this, Isabel took another husband Walter de Pedewarde by name. Then came William de Pennebre and Euphemia his wife and Walter de Pedewarde and Isabel his wife, and brought a writ of Mordancester against the stranger tenant for a meadow which had not been divided; and he vouched to warranty Walter de Pedewarde and Isabel his wife; and they entered into warranty.—*Kyngis.* Sir, the estate which we have in this tenement, we have it by Isabel our wife who is the parcener; and we pray judgment if such a writ lie between parceners.—*Howard.* Sir, and we pray judgment,—inasmuch as we had nothing in the tenement now demanded, and we brought our writ against a stranger, and he is now by his warranty in the estate of the stranger,—if such a writ do not lie. —*Kyng.* Sir, we tell you that one Godfrey de Gamages, the father of Isabel[1] and Euphemia was seised of the tenements now demanded, together with other tenements; and that after Godfrey's death the tenements now demanded, with others, descended to Isabel and Euphemia as daughters and one heir, and that they were under age and in ward to our lord the King.

[1] For conformity's sake, "Eliza-"bez" is translated "Isabel." It is well known that *Elizabeth* and *Isabel* are used indifferently in ancient documents. But see T., 25 Ed. 3, pl. 2.

a luy aferreit, estre un grant pre, deu queu pre Eufemme dut aver ben la meite, par la ou ele naveit ren; e fut recovere de ly par le Cui in vita. A.D. 1292.

Un heritage dessendi a Isabele e a Eufemme ke furent seres e deinz age; par quey eus furent en la garde Water de Pennebre lur seynur. Water esposa Isabele; e Eufemme si dona yl aWillem de Pennebre son fiz. Water enlyena a Willem son fiz e a Eufemme sa femme coe ke yl tint en nun de sa femme, e morut: apres coe vint Isabele, e porta bref de entre cui &c. vers Willem de Pennebre &c., e recovery, e alyena les tenements a un estrange. Apres coe, Isabele prit un autre baron, Water de Pedewarde par nun. Dunke vindrent Willem de Pennebre e Eufemme sa femme e Water de Pedewarde e Isabele sa femme, e porterent bref de mordancestre vers le estrange tenant de un pre ke ne fut nent party: yl vocha a garrent Water de Pedewarde e Isabele sa femme: eus entrerent en la garrentie.—*Kyngis.* Sire, le estat ke nus avum en coe tenement sy avum par Isabele nostre femme ke est la parcenere; e jugement si teu bref parentre parceners gise. —*Howard.* Sire, e nus jugement, desicom nus ne aviom rens en le tenement ore demande, e nus portames nostre bref vers une estrange, e yl est ore en le estat le estrange par sa garrentie; jugement si teu bref ne gise.—*Kyng.* Sire, nus vus diom ke un Godefrey de Gamages, pere Elysabez e Eufemme, fut en sesine de les tenements ore demandez ensemblement od autres tenements; apres la mort Godefrey les tenements ore demandez ensemblement od autres dessenderent a Elysabez e a Eufemme com a files e un heyr, ke furent deynz age e la garde nostre seynur le Roy: nostre seynur le Roy Mordancestre.

A.D. 1292. Our lord the King leased the wardship to Sir Walter de Pedewarde. So, both one and the other were, after the death of their father, seised in common, by their guardian, of the entire heritage. And inasmuch as Euphemia was seised after the death of our ancestor, judgment if a writ of Mordancester can lie.—*Howard.* If you were just now tenant of that tenement, and William and Euphemia were to bring the Nuper Obiit against you, you could not allege later seisin: and inasmuch as you are just now, by your warranty, in the same condition, we pray judgment if by your alienation made to a stranger you ought to be received to allege later seisin. And on the other hand, no other writ than this can we have against the stranger; and it would be hard if our writ were to abate without your giving us another. Judgment &c. —*Kynge.* Bring your writ of Right against the stranger. *Howard.* It would be contrary to law that a writ of Right which is terminated by Battle or the Great Assise should lie between parceners: judgment if &c. And on the other hand, she never had anything in satisfaction of her purparty; therefore we can not have any other writ. —*Kynge,* That is a point which can not be tried in this writ of Mordancester, but in a writ "de rationabili "parte:" judgment &c.—*Howard.* Sir, they can not say that we were seised, if, on being ousted, we could not have our recovery by the Novel Disseisin: but now we can not have recovery by the Novel Disseisin; judgment if they can say that we were seised.—*Kynge.* Isabel and Euphemia were seised in common after the death of their ancestor; ready &c. if they will deny it; and we pray judgment.—*Howard.* She never had anything for her purparty; ready &c. And we can not have any other writ against the stranger. Judgment if &c.—*Kynge.* If a stranger had entered upon the tenements after the death of their ancestor, so that they had never been seised of the tenements, then a good writ of

lessa la garde a Sire Walter de Pedewarde: dunt le un A.D. 1292.
e lautre furent seisi de tot lur heraitage en commun, apres la mort lur pere, par gardein: e desicom Eufemme fut seisi apres la mort nostre ancestre, jugement si bref de mordancestre ygyse.—*Howard.* Si vus fussez ore endreit tenant de teu tenement, e Willem e Eufemme portasent le nuper obiit vers vus, vus ne poreez nent alegger drein seisine; e desicom vus estes ore endreit en meme le estat par vostre garrent, demandom le jugement sy par vostre alyenacion fet a une estrange devez estre ressu de alegger dreine seisine. E de autre part, autre bref ne poum aver vers le estrange for cety: e fort serreit si nostre bref se abatereit si vus ne nus donasez autre: jugement &c. —*Kynge.* Portez vostre bref de dreit vers le estrange.—*Howard.* Coe serreit encontre ley, ke bref de dreit ke serra termine par batyle ou par grant assise girreit par entre parceners: jugement si &c. E de autre part, ele naveit unkes ren en alouance de sa purpartye; par quey nus ne poum autre bref aver.—*Kynge.* Coe ne put nent estre detrie en cety bref de mordancestre, mes en bref de renable partye: jugement &c.—*Howard.* Sire, yl ne pount dire ke nus fumes seisi, si nus ne porrum aver nostre rekeverir par la Novele disseisine si nus fusums ouste: mes ore ne poum nus aver rekeverir par la novele disseisine; jugement si yl pusse dire ke nus fusom seisi.—*Kynge.* Ke Elisabet e Eufemme furent seisi en comun apres la mort lur ancestre; prest &c., sy eus le voylent dedire; e demandom jugement.—*Howard.* Unkes ren ne aveit en purpartye, prest &c.: e nus ne poum aver autre bref vers le estrange. Jugement si &c.—*Kynge.* Sy un estrange ut entre en les tenementz apres la mort lur ancestre, issi ke eus ne usent este unkes seisi des tenements, dunke girreit bon bref

A.D. 1292. Mordancester would lie: but now they were seised; judgment of the writ.—*Howard* said as before, and prayed judgment.—BEREWIKE (at Salop). Answer over. —[*Kynge*] put forward a Fine levied in the King's Court, purporting that William de Pennebre &c. and Euphemia his wife had released and quitclaimed &c. which they had in the manor of Bourhulle with the appurtenances to Walter de Pedewarde and to Isabel his wife and to their heirs. And (said he) the meadow which they demand is appurtenant to the manor of Bourhulle: judgment.—*William de Pennebre.* The meadow is a thing in gross, and is not appurtenant; ready &c.—Therefore the Assise. [THE ASSISE] said that it was not appurtenant.—Therefore &c.

Note that the following averment ought not to be received in Court,—Sir, he held it as appurtenant to his manor of Burhulle on the day when he died, ready &c.—See the above plea of Walter de Pedewarde &c.

Note, that in the above case she could not claim by the same descent; for the reason that if one wish to claim by the same descent; it must be as a one heir: but Isabel, without her parcener Euphemia, is not one sole heir: therefore she can not claim by the same descent, against her parcener.

Note. § Note that, John Noremon brought a writ of Annual Rent against William Devereus, and demanded from him sixteen robes which were in arrear to him in respect of an annual rent of one robe by the year &c. John recovered his annuity by virtue of a writing which he put forward in Court. When he had recovered and his recovery had been entered on the Rolls, he wished to have had his writing back again.—BEREWIKE. Sir, you shall not have it: and if he again deforce you of your Annuity, you shall have recourse to the Rolls. —He did not get it back.

de Mordancestre: mes ore furent yl seisi. Jugement deu bref.—*Howard.* Ut prius, e demanda jugement.—BEREWIKE (apud Salopiam). Responez outre—[*Kynge*[1]] mit avant une fin leve en la court le Roy, ke Willem de Penebre e Eufemme sa femme aveint relesce e quiteclame &c. ke eus aveyent en le maner de Bourhulle od les apurtenances a Water de Pedewarde e a Isabele sa femme e a lur heyrs: e le pre ke eus demandent est apurtenant a le maner de Bourhulle. Jugement.—*William de Pennebre.* Ke le pre est un gros par sei, e nent apurtenant; prest &c.—Ideo leusise [LASSISE] dit, nent apurtenant.—Ideo &c. A.D. 1292.

Nota ke cet averement ne deyt pas estre ressu en court,—Sire, ke il le teint cum apurtenant a sun maner de Burhulle le jour ke yl morut, prest &c.—De placito Walteri de Pedewarde.

Nota, ke clamer par meme la dessente ne pout yl nent en coe cas; par la resone ke cely ke vodra clamer par meme la dessente yl covent ke yl seit com un heyr: mes Elisabez neit pas un heyr soule sanz Eufemme sa parcenere; par quey ele ne purra nent clamer par meime la dessente encontre sa parcenere.

§ Nota ke Jon Noremon porta bref de annule rente ver William Devereus, e li demanda .xvi. robes ke arere ly furent de une annuele rente de une robe par an &c. Jon rekevera sa annuelte par un escrit ke yl mit avant en la court: qant yl aveit rekevere, e coe fut entre en roules, yl vodreit aver heu son escrit arere.—BEREWIKE. Sire, vus ne le averez nent; e sy yl vus deforce auter fez vostre annualte vus averez retourn a les Roules: nec habuit. Nota.

[1] The name of this Counsel seems necessary.

A.D. 1292. Note. § Note that, if one do pray leave to sue out a better writ in the Justices' Eyre, and obtain leave, and sue out a better writ, the writ shall not be abated although it came in after the proclamation of the Eyre.

In a case of this kind *Kynge* said, The writ was not abated by judgment, and it is after the proclamation made.—BEREWIKE. You shall answer.

Novel Disseisin. Note. § Note that, if a tenement be given to a man, say John, and to his two sons, if the sons be not mentioned by their actual names in a writ of Novel Disseisin which John the father brings against the tenant, the writ is abateable; albeit the names of the two sons be not specified in the charter of feoffment, the charter saying only "know all &c. that &c. to John &c. and to his "two sons."

Note. § Note that, if three persons be named as deforceants in a writ of Right, one of them may allege non-tenure and abate the writ, and thus answer for himself; but nevertheless, each one shall answer in respect of his tenancy; and thus the writ shall abate as to some, and not as to the others. It will be the same in writs which contain several Præcipes.

Note. § Note that, the defendant in a writ of Novel Disseisin can not make an attorney; (but the plaintiff may;) but in a writ of Darrein Presentement he may well make an attorney.

Note. § Note that, in a writ of Quo Warranto the View does not lie.

Note. § Note that, if in the Justices' Eyre a man bring a writ of Debt or other writ on contract, covenant, or trespass, or other thing done out of the county, as in Wales, and his writ say "at the first sitting," the writ

§ Nota, la ou houme prie cunge de quere meylor bref en Heyre des Justices, e eyt conge, e querge meylur bref, le bref ne serra nent abatu, tot vine yl apres la crie fete.—*Kynge.* Le bref ne fut nent abatu par Jugement, e est apres la crie. Jugement.—BEREWIKE. Vus respondrez. A.D. 1292. Nota.

§ Nota ke sy un tenement seit done a un home Jon e a ses deuz fiz, si le fyz nominaliter ne seient nome en le bref de Novele Disseisine ke Jon le pere porte vers le tenant, le bref est abatable; tot ne seient le nuns de le deuz fiiz nomez en la chartre de feffement, fors issi, Sciant &c. quod &c. Johanni &c. et duobus filiis suis. Novele disseisine.

§ Nota, si treis persones seient nomes deforceors en bref de dreit, le un put alegger nun tenue e abatre le bref, e issi respundre pur ly; mes nekedent, chekun respundra de sa tenansse; e issi le bref se abatera qant a les uns, e ne my qant a les autres. Eodem modo in brevibus ubi ponuntur plures præcipe.[1] Nota.

§ Nota ke le defendant ne put nent fere atorne en bref de Novele disseisine; sed petens; mes en bref de drein present yl put ben fere atorne. Nota.

§ Nota en bref de quo warento ne gist nule veue. Nota.

§ Nota, si un home porte bref de dette ou autre dref, en Eyre des Justices, de contrat, covenant, ou de trespas, ou de autre chosse fet ors de Cunte en la galecherie, e son bref die "ad primam assisam" le bref Nota.

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[1] This Latin sentence is an addition by another hand.

A.D. 1292. shall abate: but if it say "that he before &c. in Eyre "&c. on such a day," the writ is good and shall stand; and then the Justice will have a sufficiently good warrant to cause an Inquest to come from Wales: but if otherwise, not &c.: for by a writ saying "at the first "sitting'" he can only cause an Inquest of the same county to come, and can not take cognizance of anything out of the precinct of the county.

Assise of Darrein Presentement at Leominster.

§ The Prior of Dudley, by attorney, brought a writ of Darrein Presentement against Godfrey, Bishop of Worcester; and said that one John de C. his predecessor, formerly Prior &c., presented to the church of Noryfelde his clerk, John by name, in time &c., who on his presentation was received and instituted by the Bishop of the place; by whose death the church is now void; of which advowson the Bishop of Worcester deforces him; and he prayed the Assise.—*Warwick* (for the Bishop). Sir, we do not think that he is answerable either in this Court or in any other Court; for we tell you that he is excommunicated.—*The Prior.* What have you to shew it?—*Warwick.* See here the letter of the Bishop's officer, which testifies that, on such a day, the Prior was excommunicated in this same church.—*The Prior.* Sir, we do not think that this letter can delay the Assise, inasmuch as the Bishop who testifies this thing is a party in the plea: for if it could, it would follow that he could deforce a hundred patrons of their advowsons, and then, in order to bar them of their actions, testify by his own letter that they were excommunicated: therefore we pray judgment if this letter ought to delay the Assise. —*Warwick* saw that the letter was worth nothing, and waived it; and he answered over,—Sir, we do not claim anything as patron; and we tell you that what the Bishop has done he has done as Ordinary of the place.—*For the Prior.* Then admit you that his predecessor presented last &c. What do you answer to this—that

se abatera; mes sy die "quod sit coram &c. itine- A.D. 1292.
"rantibus &c. taly die," le bref est bon e esterra; e dunke avera la Justice assez bon garrant de fere venir lenqueste de Galeys; aliter non &c.: kar par bref "ad primam assisam" ne put yl fere venyr nul enqueste fors de Conte meme, ne de nule chosse conustre ke est de ors la purseinte de Cunte.

Assise de drein presentement apud Leministre.

§ Le Priour de Doddeleye par atorne porta bref de drein present vers Godefrey Esveke de Wirycestre; e dit ke un Jon de C. son predecessour, jadis priour &c., presenta al eglyse de Noryfelde un son clerk, J. par nun, en tens &c., ky a son presentement fut ressu e institut par le esveke del luy; de ky mort la esglyse est ore voyde; le quel avoweson le Eseveke de Wirycestre ly deforce, e priom lasise.—*Warewike* (pro episcopo). Sire, nus ne entendom pas ke en ceste court ne en nulle autre seit responable; ke nus vus diom ke yl est ecumyge.—*Le Priour.* Quey avez de coe?—*Warrewike.* Veez issi la lettre le officier la Esseveke, ke temoynye ke le priour fut escumyge en cete esglice meymes teu jour.—*Le Priour.* Sire, nus ne entendom pas ke cete lettre pusse lasise delayer, desicom laveske ke temoyne cete chose par sa lettre sy est partie en le play; kar issi enseuereit ke porreit deforcer .C. patrons lur avouesons, e pus teymmoner par sa lettre demeyne ke yl furent escumyges, pur eus forbarrer de accion; dunt demandom jugement si cele lettre deive lasise targer.—*Warrewike* vit ke coe ne valat ren, e le weyva; e respundi outre, Sire, nous ne clamom ren com patron; e vus diom ke coe ke Eseveke ad fet sy ad yl fet cum ordinarie del luy.—*Por le Prior.* Dunke grantez vus ben ke son predecessour presenta drein &c.: quey responet vus a

A.D. 1292. you deforce us of the advowson?—*Warwick.* I have answered you enough in this possessory writ: for he says that he does not claim anything in the patronage, neither does he, as patron, deforce you. You shall have none other answer in this possessory writ.—*For the Prior.* It does not follow that because he does not claim anything in the patronage, therefore he has not deforced us. We will aver that he does deforce us, and we pray the Assise.—*Warwick.* There is no need; for we grant you all the points of your writ down to these words "Summon Godfrey, Bishop of Worcester, "who deforces him of the advowson:" thereto we have answered you that we as patron do not deforce you. *For the Prior.* If the Prior were to bring his writ against me, and I were to say that I did not claim anything &c., that would be as nothing; for still the Assise would naturally pass. Why not in the present case?—*Warwick.* Because he is Ordinary of the place. What he has done he has done as Ordinary &c., and it can not be tried in this possessory writ. Bring your Quare Impedit against the Bishop.—*For the Prior.* Sir, he has not[1] done it as Ordinary &c. He must say for what reason he, as Ordinary disturbs him &c.—*Warwick.* Not in this possessory writ.—*Warwick.* Give him a writ to the Bishop of Worcester, and not to Godfrey Bishop of Worcester.—[*For the Prior*]. We pray that the Assise may pass on the damages.—THE JUSTICE. No; not in this case.—Neither the Bishop nor the Prior was amerced.—*Warwick* pleaded thus in order to save the amercement and the damages.—The Prior sued out a Judicial writ to the Bishop of Worcester.

HERE END THE PLEAS IN THE HEREFORD ITER.

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[1] Perhaps it should be "if he has."

coe ke vus nus[1] deforcet lavoueson?—*Warewike.* Joe vus respundi assez a cety bref de possession: ke yl dit ke yl ne cleyme ren en le patronage, ne com patron vus ad deforce: vus ne averez nent plus en cety bref de possession.—*Pur le Priour.* Yl ne enseut nent—yl ne cleyme rens en le patronage, par quey yl nus ne ad pas deforce:—nus volum averer ke yl nus deforce, e priom lasise.—*Warewike.* Coe neit mester; ke nus vus grantum touz le poynz de vostre bref jekes la, e sumonez Godefrey Esveke de Wirycestre ke lavoueson ly deforce; la avum nus respundu ke nus ne vus deforsum nent com patron.—*Por le Priour.* Si le Priour portat son bref vers moy, e joe deyse ke joe ne clamase ren &c., coe ne serreit nent; kar uncore passereit lasise en sa nature: pur quey nent par de sa?—*Warewike.* Pur coe ke yl est ordinarie del lu: e coe ke yl ad fet si ad yl fet com ordinarie &c., ke ne put pas estre detrie en cety bref de possession: portez vostre quare impedit vers leveske.—*Pur le Priour.* Sire, si nad[2] fet com ordinarie &c.; yl covent dire par quel resone yl le destorbe com ordinarie &c.—*Warrewike.* Nent a cety bref de possession.—*Warrewike.*[3] Donet luy bref a le Eseveske de Wyrcestre, e nent a Godefrey eveske de Wyrcestre. [*Pur le Priour.*] Nus priom ke lasisse passe sur le damage.—La Justice. Nanyl, nent en coe cas.—Ne la Eveske ne fut nent amercye, ne le priour nuldour.—*Warrewike* pleda issi pur saver le amersiement e le damage.—Le priour suy bref de Jugement a lesveske de Wyrcestre.

A.D. 1292.

Expliciunt placita in Itinere apud Herfordiam.

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[1] MS. nus vus.

[2] Perhaps a mistake for "sil lad."

[3] This speech, if rightly given to Warwick, is addressed to the Justice.

PLEAS IN THE SALOP ITER,

XX. EDWARD I.

THE JUSTICES BEING

JOHN DE BEREWIKE, WILLIAM DE BEREFORD,
HUGH DE CAVE, JOHN DE LYTHEGRENES,
AND THOMAS DE NORMANVILL.

HERE BEGIN THE PLEAS IN THE EYRE AT SALOP.

A.D. 1292. § The wife of John de Asserugge brought a writ of Novel Disseisin against Godfrey, Bishop of Worcester; and put in her view one messuage and one carucate of land &c.; and said that the Bishop pulled down the messuage after the disseisin done to her.—*Warrewike.* Sir, she ought not to be answered in this writ of Novel Disseisin; for we tell you that she was not ever solely and separately seised after the death of her husband in such wise that she could be disseised: and if anything was done, it was during the life of her husband.—She herself admitted that in her husband's lifetime the Bishop disseised her husband and her jointly.—WILLIAM DE MORTIMER. Lady, you must bring a writ of Entry. —The writ [of Novel Disseisin] was quashed.

Novel Disseisin. § One John brought a writ of Novel Disseisin against B.—*B.* Sir, we tell you that John was never seised as of freehold in such wise that he could be disseised: for he had not anything save by an abatement which he effected on the same tenement. We pray the Assise. —[*John.*] Seised as of freehold until he was by you disseised. We pray the Assise.—Therefore to the Assise.

Note. § Note that, to put a man in seisin by a counterpart in the lord's court is of no avail, unless he (the feoffor) afterwards entirely quits possession and puts the other in possession. Witness the case of William de la Bathe at Kidderminster.

HIC INCIPIUNT PLACITA IN ITINERE APUD SALOPIAM.

§ La femme Jon de Asserugge porta bref de nova disseisina ver Godefrey Eveske de Wircester, e mit en sa veue un mes e une carrue de tere &c.; e dit ke la esveske aveit abatu le mees pus la disseisine a ly fete.—*Warrewike.* Sire, ele ne deit estre respundu a cety bref de Novele disseisine; ke nus vus diom ke ele ne fut unkes seisi sole par sey apres la mort son baron issi ke ele pout estre disseisi; e si ren fut fet, coe fut vivaunt son baron. Ele reconut meimes ke le Eveske disseisi son baron e luy joint; vivant son baron.—WILLEM DE MORTIMER.[1] Dame, i covent ke vus portez bref de entre.—Quassatum fuit. A.D. 1292.

§ Un Jon porta bref de Novele disseisine ver B. —*B.* Sire, nus vus diom ke Jon ne fut unkes seisi com de franc tenement issi ke yl[2] pout estre disseisi; kar il naveit ren fors par un abatement ke yl fit en meme le tenement: priom la assise.—[*Jon.*] Seisi com de franc tenement jekes ataunt ke yl fut par vus disseisi: lasise.—Ideo ad assisam. Novele disseisine.

§ Nota, ke mettre un houme en saisine par un foyl en la court le seynur ne vaut ren, si yl ne se demette pleinement apres e mette lautre eyns.—Teste Willelmo de la Bathe apud Kederiminstere. Nota.

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[1] Mortimer was in this year Justice itinerant for the northern counties, and not for Salop. See Dugdale's Chron. Ser.

[2] MS. yl ne.

A.D. 1292. § Note that, if, in the Court of our lord the King, one obtain a tenement against his deforceor by virtue of the King's writ grounded on the seisin of his ancestor, the chief lord can never avow as good a distress upon him for Relief, or for a Heriot.

Note. § Note that, if the father enfeoff his eldest or youngest son of his land, the lord shall not have any Relief or Heriot from him after the death of his father; by reason of the feoffment. And the eldest son can claim two estates.

Detinue of charter. § Gilbert de Lacy and Agnes his wife brought a writ against Ellen for a charter tortiously detained, which charter contained the words "I have given granted and "quit-claimed," and comprised one messuage and two carucates of land, and thirty shillings of rent with the appurtenances in Sodyntone, the which one Thomas gave to Gilbert and Agnes; which charter Thomas their feoffor bailed to the aforesaid Ellen on such a day &c. for her to take care of, in such wise that whenever &c. Thomas in his lifetime often demanded it: but he could not obtain it: and after Thomas's death, Gilbert and Agnes often &c. — *Kynge.* Sir, we say that our father Philip never made such a charter to Thomas; therefore Thomas could never have bailed any such charter to Ellen; and Philip did not make it; ready &c. —BEREWIKE. His complaint is that Thomas bailed to you a charter &c. in which &c.; the which Thomas gave &c. You shall answer if he bailed to you such a charter or no. — [*Kynge.*] Sir, he did not: ready &c. — THE INQUEST came, and said that Thomas did not ever bail such a charter to Ellen; but that Thomas had a charter for a messuage &c. in Berewetone, and not in Sodynton, and that in his last illness he bailed the charter to one Isabel, in order that she should deliver the charter to Ellen when she should demand it: and that afterwards Ellen came and asked for the charter, and had it in

§ Nota, ke si un home purchace un tenement par bref le Roy de la seisine son ancestre en la court nostre seynur le Roy vers son deforcer, ke le chef seynur ne purra jammes avouer bone destresse sur ly pur relef ne pur heriet. A.D. 1292.

§ Nota, si le pere enfeffe son fiiz eyne ou puyne de sa tere, ke le seinur navera nul relef de ly ne heriet apres la mort son pere, par la resone de feffement; e le fiiz eyne put clamer deuz estaz. Nota.

§ Gilbert de Lacy e Anneyse sa femme porterent bref de une chartre retenue atort ver Eleyne,[1] en la quele fut contenu "dedi concessi et quieteclamavi," e un mes e deuz carrues de tere, e .xxx. souz de rente od les apurtenances en Sodyntone, les queus un Thomas dona a Gilbert e a Anneyse; la quele chartre Thomas lur feffeour bayla a la avantdite Eleyne a garder, teu jour &c., issi qe quele houre &c. Thomas sovent en sa vie sovent la demanda; aver ne la pout; e apres la mort Thomas, Gilbert e Anneyse sovent &c.—*Kynge.* Sire, nus diom ke Phelip nostre pere ne fit unkes une tele chartre a Thomas; par quey Thomas ne pout nule chartre tele aver bayle a Eleyne; á ke Phelyp ne fyt, prest &c.—Berewike. Sa playnte est ke Thomas vus bayla une chartre &c., en la quele &c.; le quel Thomas dona &c.: vus respundrez sy yl vus bayla une tele chartre ou nun.—Sire, ke nun; prest &c.—Lenqueste vint, e dit ke Thomas ne bayla unkes a Eleyne tele chartre; mes ke Thomas aveit une chartre de un mes &c. en Berewetone, e ne my en Sodyntone, e ke yl bayla la chartre a un Isabele en son mal moriant, issi ke ele baylereit la charte a Eleyne qant ele demandat: pus vint Eleyne e quyt la chartre, e De carta retenta.

[1] Elias de Suttone. Iter Roll, m. 8.

A.D. 1292. her possession.—*Kynge.* Sir, we pray judgment; inasmuch as the Inquest do not agree with their complaint: for they (the Inquest) say that Thomas did not bail it to Ellen.—BEREWYKE. Is not that charter in force for Gilbert and Agnes?—*Kynge* could not say that it was not: for the reason that Gilbert and Agnes were seised of the tenements comprised in the charter.—*Kynge.* Sir, we pray judgment, inasmuch as their plaint is for a charter tortiously detained, in the which is comprised one messuage &c. in Sodintone; and the charter states it to be in Berwetone, and so do the Inquest.—BEREWIKE. What will that avail you? Although the writ be abated, they can make a new plaint by Bill, and say Berewetone where they previously said Sodyntone: therefore you may as well give up the charter if you have such a charter. — *Kynge.* Willingly; saving to ourselves the benefit of our previous exception, to wit that this was not ever the deed of our ancestor Philip. —BEREWIKE. Be it saved to you.—*Kynge* gave up the charter.—BEREWIKE. Take the charter thus; saving to Ellen her exception previously &c. And because your plaint is of one messuage &c. in Sodintone, and the Inquest say that it is in Berewetone, this Court adjudges that you be in mercy for your false plaint.

Novel Disseisin. § Note that if one be disseised, and then make a quit-claim to the disseisor, he shall lose all right of action, for him and his heirs for ever. And if he bring the Novel Disseisin, the Assise shall pass exclusively on the quit-claim, and not on the disseisin. [And in such a case the tenant will say] Sir, there ought not to be an Assise; for the reason that he himself executed to us a quit-claim of the same tenement in respect whereof he brings this Assise. Judgment if there ought to be an Assise in opposition to his deed &c.

Ael. § One W. brought a writ of Ael, on the death of his grandfather John Aleyn the elder: and he said that his

la ad ver sey.—*Kynge.* Sire, Jugement; desicom lenqueste ne acorde poynt al vostre pleynte; ke dyt ke Thomas ne bayla poynt a Eleyne.—BEREWYKE. Pet poynt cele chartre valer a Gilbert e Anneyse?—*Kynge* ne pout dire ke nun; par la resone ke Gilbert e Anneyse furent seisies des tenements contenuz en la chartre.—*Kynge.* Sire, jugement desicom lur pleynte est de une chartre atort detenue, en la quele est contenu un mes &c. en Sodintone, e la chartre veut en Berwetone, e lenqueste aussy.—BEREWIKE. Quey vus vaudreit cel? ke tut seit le bref abatu, si pount eus lever par bile novele pleynte, e dire Berewetone la ou yl deseyent Sodyntone; e pur coe ataunt vaut rendre suys la chartre, sy vus avez tele chartre.—*Kynge.* Nus volum ben; sauve a nus nostre excepcion autrefez, a dire ke coe ne fut unkes le fet Phelip nostre ancestre.—BEREWIKE. Save vus seit.—*Kynge* renddy la chartre.—BEREWIKE. Pernez yssy la chartre, sauve a Eleyne sa excepcion autrefeez &c. E pur coe ke vostre pleynte de un mes &c. en Sodintone, e lenqueste sy dit en Berewetone, sy agarde cete court ke vus seez en la mercye pur fause pleynte. A.D. 1292.

§ Nota, sy un home seit disseisi, e pus face une quiteclame a le disseysour, yl perdra accion pur ly e pur ces heyrs a remenant. E sy yl porte la novele disseisine, lasisse passera tout sur la quiteclame, e nent sur la disseisine. Sire, assise ne deit estre; par la resone ke yl memes nous fit une quiteclame de meme le tenement dunt yl porte cet assise. Jugement si assise deit estre enconter sum fet &c. Novele disseisine.

§ Un W. porta bref de ael de la mort Jon Aleyn le eyne son ael; e dit ke Jon Aleyn[1] le eyne son ael Ael.

[1] MS. Ael.

A.D. 1292. grandfather John Aleyn the elder died seised &c.—*Howard.* Sir, there were three John Aleyns, namely John Aleyn the elder, who was the great-grandfather, and John Aleyn the younger, who was the grandfather, and John Aleyn the father: and John Aleyn the elder the great-grandfather did not die seised; ready &c.: and we pray judgment of the writ.—It was quashed. — BEREWIKE said, Omit the words "the elder," and bring your writ of Ael on the death of John Aleyn.

Mordancester. § Summon by good summoners twelve free &c. of the neighbourhood of Little Wideforde, that &c. to shew if B. de C. was seised of one messuage with the appurtenances in Wideforde on the day on which &c.—*Spigornel.* Judgment of the form of this writ, where it says &c.; for the one ought always to be accordant with the other. —*Huntyndone.* You can not abate my writ, if you do not say that the tenement demanded is not in the vill named in my writ: and if you will say that, then, Ready &c. the contrary. And even if the Assise were charged, and were to say that the tenements were in C. and not in Wedeforde, yet we ought to recover, if our ancestor died seised. Judgment if &c.—*Howard.* Sir, if the Assise were now taken, and were to pass against us, and we were to bring an Attaint against them, saying thus "Summon twenty-four &c. of the neighbourhood of "Wedeforde," and the end were in accordance with the commencement, the Attaint would be abated, because it would not be accordant with the Original: and so, it would follow that the Attaint, although in good form, would be abated because it was not accordant with the Original writ which is in bad form. Therefore we pray judgment of the form of the writ.

Entry. § A woman brought a writ of Entry against one Cecily.—*Hurste.* Sir, Cecily claims neither a fee nor a freehold in the tenement; but only the wardship of her

morut seisi &c. — *Howard.* Sire, yly aveynt treis Jon Aleyns,—Jon Aleyn le besael ke fut eyne, e Jon Aleyn le ael pune, e Jon Aleyn le pere; e ke Jon Aleyn le besael eyne ne morut nent seisi, prest &c.: e demandom jugement deu bref.—Quassatum fuit.—BEREWIKE. Lessez le eyne, e portez vostre bref de ael de la mort Jon Aleyn. A.D. 1292.

§ Summone per bonos summonitores .xii. liberos &c. de visineto de Petite Wideforde, quod &c. ostensuros si B. de C. &c. seisitus de uno messuagio cum pertinentiis in Wideforde die quo &c. — *Spigornel.* Jugement de la fourme de cety bref, par la ou yl dit &c.; kar le un sy dut tote veys estre acordant a lautre.— *Huntyndone.* Vus ne poez nent mun bref abatre, sy vus ne diez ke le tenement demande neit pas en la vile nome en mun bref; e sy vus volez cel dire, prest &c. le contrarie. E tut fut lasise charge, e deyt ke les tenements furent en C. e nent en Wedeforde, uncore dussum recoveryr, sy nostre ancestre morut seisy. Jugement sy &c.—*Howard.* Sire, si lasise fut prise ore, e passat encontre nus, e nus portassum lateynte vers eus, ke dit issi, "Summone .xxiiii. &c. de visineto de "Wedeforde," e la fyn fut acordant a le comensement, lateynte serreyt abateu, pur coe ke ele ne serreit pas acordaunt al original; e yssy enseureyt ke lateynte, ke serreit de bone fourme, serreit abatu par la resone ke ele ne serreit pas acordante a le bref original ke est de mauveyse fourme: parquey demandom jugement de la fourme deu bref. Mordancestre.

§ Un femme porta bref de Entre vers Cecyle.— *Hurste.* Sire, Cecyle ne cleyme fee ne franc tenement en le tenement, fors la garde de Ricard sun fiiz, en ky Enter.

A.D. 1292. son Richard, in whom the fee and the freehold repose; and he is not named in the writ. Judgment of the writ. —*Colyshulle.* Sir, she heretofore brought a writ of Entry against the husband of this same Cecily: to which writ it was answered that he and his wife were joint feoffees, and that his wife was not named; and he prayed judgment of the writ: wherefore the writ was abated. And then she brought her writ against Cecily. And we pray judgment if she can by her claim enclose the fee and the right and the freehold in the person of the son, in opposition to the admission of the father made in a Court which bears Record.

Note. Guildhall. § Note; a man leased a piece of land for a term of years; the termor built a good house on the land: after the expiration of the term the lessor came and would have re-entered on his land; the termor deforced him: the lessor brought a writ of Entry against the termor, and recovered by judgment: after judgment given, the deforceor came and pulled down what he had built.—*Kynge.* There was a house on the land which W. obtained by judgment in this Court: after judgment given, he who was our deforceor came and pulled down the house: wherefore we pray that satisfaction may be made according to your direction.—BEREWIKE. You have what you demanded, viz. what was comprised in your writ: we can not do more.—*Kynge.* Sir, you can redress this thing by a judicial writ.—BEREWIKE. I never saw such a writ drawn up.

Guildhall. Novel Disseisin. Note. § Note. One William had a goodly landed estate, and had a son named Hugh, and a daughter named Agnes who had a husband named Thomas. William took a fancy to go to the Holy Land: wherefore he made his testament, and before he left, he devised one moiety of his land to his daughter, and the other moiety to his son Hugh who was beyond sea; with a provision that if his

le fee e le franc tenement reposse, nent nome en cety bref. Jugement deu bref. — *Colyshulle.* Sire, devant ces oures si porta ele un bref de Entre vers le baron meyme cete Cessile; a queu bref fut respundu ke yl e sa femme furent joynt feffes, sa femme nent nome, e demanda jugement deu bref; par quey le bref fut abatu: dunt ele porta bref vers Cessile. E demandom jugement si ele pusse par son clame enfermer le fee e le dreit e le franc tenement en la persone le fyz, encontre la reconisance le pere fete en court ke[1] porte record. A.D. 1292.

§ Nota; un home bayla un tere a terme des anz: le termer edefia beu mesuage en cele tere: apres le terme passe vint le lessour, e vodret entrer sa tere: le termer ly deforca: le lessour porta bref de entre ver le termer, e rekevery par jugement: apres le jugement passe vint le deforsour, e abaty coe ke yl aveit edefie.—*Kynge.* Yl y aveit un mes en la tere ke W. purchasa par jugement seyns: apres le jugement rendu, vint cely ke fut nostre deforsour [e] sy ad abatu[2] le mees; par quey nus priom qe coe seit amende de vostre avys.—Berewike. Vus avez vostre demande ke est contenu en vostre bref: nus ne poum plus fere.—*Kinge.* Sire, vus poez adresser cete chose par bref de Jugement.—Berewike. Joe ne veu unkes teu bref fet. Nota. Gildhale.

§ Nota, un Willem aveyt bele tere, e un fiz Hue par nun, e une file, Anneyse par nun, ky aveyt un baron Thomas par nun: talent prit Willem de aler en la tere seint; par quey yl fit sun testament, e devaunt son aler devysa la meyte de sa tere a sa file, e la meyte a Heue sun fiz ke fut outre mer, issi ke si sun Gildhale. Novele disseisine. Nota.

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[1] MS. ke court. [2] MS. batu.

A.D. 1292. son should come home his daughter should deliver to him his moiety; but that if he did not, she should have the whole. And then he (William) went away. Thomas and Agnes held possession of the tenement. Afterwards Hugh came from over the sea, and asked for livery of his moiety; and afterwards, by arrangement between them, Hugh leased his moiety to Thomas and Agnes for the term of twelve years. Subsequently, Thomas the husband of Agnes, died; and Agnes came, and enfeoffed her son John of the entirety; and John remained seised for a quarter of a year, after which Hugh came and ejected him.—BEREWIKE. Was the term expired or not when he was ejected?—THE ASSISE. Sir, it was not.—*Spigornel.* By God, Sir, he was not in the country during that quarter of a year; for he was then far away, and knew nothing about this; and when he came home, he turned him out: and we pray that of this matter it may be enquired.—THE ASSISE said that he was in the country, and knew all about it, and wholly assented to it.—And BEREWIKE adjudged that John was disseised, because he (Hugh) did not turn him out freshly after he returned, but suffered him to continue seised, and thereby admitted the freehold to be his.

Voucher. § One Adam brought a writ of Entry against B.—*B.* Sir, we vouch to warranty &c. W. de C. who is under age, to be summoned &c.—C. came and prayed his age.—*Spigornel* (for Adam). Sir, according to the custom of this town, he is of age when he knows how to count up to twelve pence; and he shall answer in a writ of Right when he is of that age: and inasmuch as he would answer in a writ of Right at that age, he shall warrant at that age, or shall counterplead &c. But now he is nineteen years old, which is very nearly of full age. Judgment if he shall not warrant or counterplead.—The Judgment was that he should.

fis vensit a lostel, ke sa file ly lyvereit la meyte; sy nun, ke ele avereit tut: e pus sen ala. Thomas e Anneyse tindrent le tenement: pus vint Hue outre mer, e pria deleverance de la meyte; issi ke par parpurlance ke fut entre eus, Hue lessa la meyte a Thomas e a Anneyse a terme de .xii. anz: pus morut Thomas baron Anneyse: Anneyse vint, e enfeffa de lenter Jon sun fiz; e Jon demora en seissine un quarter del an: pus veint Hue [e] sy lenjetta.—BEREWIKE. Fut le terme passe ou nun qant yl fut enjette?—LASSISE. Sire, nanyl.—*Spigornel.* Sire, pur deu, yl ne fut pas en pays cel quarter del an: kar yl fut alyene[1] cel oure, e ren ne saveit de coe; e qant yl vint al outel, y le outa; e de coe[2] chosse priom ke seit enquis.—LASSISE dit ke yl fut en pays, e ben sout de coe, e ben le suffra.—E BEREWIKE agarda ke Jon fut dysseisi, pur coe ke yl ne le outa nent frichement apres, mes suffri continuer sa seisine, e entant granta le franc tenement estre le seu. A.D. 1292.

§ Un Adam porta bref de Entre vers B.—*B.* Sire, nus vochom a garrantie &c. W de C., ke est deynz age, e serra somunz &c.—C. vint e pria sun age.—*Spigornel* (pur Adam). Sire, par ussage de cete vile sy eyt yl de age qant yl savera cunter a .xii. deners; e respundra en bref de dreit quant yl fut de tel age; e desycom yl respundreit a un bref de dreit de tel age, yl garrantra de tel age ou contre pledera[3] &c.: mes ore est yl de .xix. anz, ke est proximus etaty. Jugement si yl ne garrantira ou contrepledera.—Judicium quod sic. Voucher.

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[1] Originally "alynne;" by which may have been intended the name of a place.

[2] MS. toto.

[3] MS. pleda.

A.D. 1292. Debt.

§ One Adam brought a writ of Debt; and demanded £20 which he lent &c.—*Louther.* Sir, we pray judgment if for a debt of such an amount he ought to answer without a writ; inasmuch as this was not incurred within the summons of the Eyre; for if it had been incurred within the summons of the Eyre, he should answer for £100 and upwards without writ: and inasmuch as this was not &c., judgment if he ought to be answered.—It was adjudged that he ought.—*Louther.* What have you to prove the debt?—*Spigornel.* Good suit.—*Louther.* Have you anything else?—*Spigornel.* No.—*Louther.* And we pray judgment if for such a sum we ought to answer on your bare suggestion, inasmuch as you have neither writing nor tally to bring us to answer.—*Spigornel.* And we pray judgment of you as undefended.—*Louther.* Sir, if you so adjudge, we will answer.—BEREWIKE. Answer.—And he did so.

Covenant.

§ One Thomas Corbet brought a bill of Covenant against B., saying that whereas it was agreed between them, on the occasion of a Jousting held in the suburb of Salop, that Thomas should lend his horse, worth £20, to the aforesaid B., on condition that, if the horse were maimed or killed in the field, so that he could not restore the horse in as good a condition as when he received it, B. should pay to him £20 at the Christmas next,—Thomas delivered the horse to him: and the horse was maimed; in consequence whereof it died whilst in his [B.'s] custody: and that Thomas came at Christmas and demanded the £20 pursuant to the aforesaid agreement; but nothing &c., tortiously &c.—*Louther.* What have you to prove the agreement?—*Spigornel.* Good suit.—*Louther.* Have you anything else?—*Spigornel* said that he had not.—*Louther.* Judgment if we ought to answer his suit, in the absence of a writing &c.

Mordancester.

§ A. brought the Mordancester against William and John who held jointly, and against a Prior who was

§ Un Adam porta bref de Dette; e demanda .xx. livres les ques yl apreyta &c.—*Lowiere.* Sire, nus demaundom jugement si saunz bref deit respundre de tant de dette, desycom coe ne fut nent fet de deynz la somunz de le heyr; kar sy coe ut este fet de deynz la somunze del heire, yl respundreit de c. livres saun bref e de plus; e desicom coe ne fut nent &c., jugement sy yl deyt estre respundu.—Jugement quod debet.—*Louyere.* Quey avez vus de la dette?—*Spigornel.* Sute bone.—*Lowyere.* Avez autre chosse?—*Spigornel.* Nanyl.—*Lowyere.* E nus jugement, si de tant de aver devum respundre a vostre vent, desicom vus ne avez escrit ne tayle ke nus pusse mener a respunse.—*Spigornel.* E nus jugement de vus cum nun deffendu.—*Lowiere.* Sire, si vus agardet, nus respundrum.—BEREWIKE. Responez.—Et fecit. A.D. 1292. Dette.

§ Un Thomas Corbet porta byle de Covenant vers B., ke là ou yl covynt entre eus a un Jouterie ke yl y aveit en le suburbe da Saloburre, ke T. bayla un son cheval, pris de .xx. livres, a le avantdit B., issi ke [si] le cheval fut mayne ou ocys en champ, issi ke yl ne poeyt fere restance de la chival en ausi bon poynt cum yl ressut, ke B. luy rendreit .xx. livres a le Nouele procheyn ensuaunt, T. luy bayla la chival: la chival fut mayme, par quey yl morut en sa garde. T. vint a le Nouel e demanda le .xx. livres solum le covenant avantdit; ren &c., atort &c.—*Lowyere.* Quey avez del covenant?—*Spigornel.* Sute bone.—*Lowiere.* Avez autre chosse?—*Spigornel* dit ke nun.—*Lowiere.* Jugement si nus devum respundre a sa sute sanz escrit &c.[1] Covenaunt.

§ A. porta le mordauncestre ver Wyllem e Johan joynt tenans en commun, e ver un Prior sul tenant. Mord de auncestre.

[1] See Appendix, No. II. for an interesting version of this case taken from the Lincoln's Inn MS., B.

A.D. 1292. sole tenant. The Prior vouched to warranty one Alice who entered into warranty, and rendered; but the value was not adjudged to the Prior; by reason of the Statute concerning men in religion (Westm. 2), until inquisition should be made. William prayed judgment, inasmuch as John who was joint-tenant with him was dead, if he ought to answer to that writ, or without a new writ to answer in respect of his new estate. And A. could not deny this. So the writ was quashed. And so in the reverse case, if several demand jointly, and one of them die before the plea come to an issue, the writ will abate.

Novel Disseisin. § A. brought the Novel Disseisin against B.; and put in his plaint thirty acres of wood in Hagmond.—*B.* Sir, A. brings this Assise for thirty acres; and we tell you that, of the tenement which he has put in his view, only twelve acres are wood, and all the rest are arable land.—*A.* Sir, it may be that he has tilled them since the disseisin; and we are demanding of a higher estate; so to this you ought to answer.—*B.* Sir, we tell you that the tenements whereof he complains that he is disseised are not in Hagmond, but are in Lutlelye; and if it be found &c., then that he is not &c. disseised.

Nuisance. § A. brought a writ of Nuisance against B.—*B.* What nuisance?—[*A.*] Sir, we tell you that whereas there was a foss and a hedge on the foss round my corn, so that cattle might not eat it, there he has abated the foss, so that cattle enter there &c.—*Howard.* Let his admission be entered on the Roll: thereby he is foreclosed for ever from the soil of this foss; for he supposes by his plaint that the soil is ours.—*Spigornel.* We tell you that we enclosed our corn with a foss: and he

[1] Perhaps, according to Howard's first speech, the words "yly aveit" should be translated "he had there."

Le Priour vouche a garant une Alice, ke entra en la garantie, et reddidit, mes la value ne fut pas agarde a le Priour pur le estatut (religionis in W. secundo[1]) si la ke yl fut enquis. Willem demanda jugement, de si cum Jon ke fut joynt tenant ove luy fut mort, si a ceu bref deyve respoundre, ou de sun novel estat, saunz novel bref, respoundre. Et A. hoc non potuit dedicere. Ideo cassatur. Et ita a contrario casu, si plusours demandent en commun, e un de eus merge avant issue de play, le bref se abatera. A.D. 1292.

Novele Disseysine.

§ A. porta la Novele Disseysine ver B.; e myt en sa pleynte .xxx. acres de boys en Haumond.—*B.* Sire, A. porte cete assise de .xxx. acres; e de le tenement ke yl [ad] mys en sa veuue, vous dium ke yl ny ad ke .xii. acres de boys, e tut le autre si est tere gaynable.—*A.* Sire, pet estre ke yl le ad gayne puys la disseysine fete; e nous demandom de pluys haut estat; par quey a coe vous covent respoundre.—*B.* Sire, nous vous dium ke le tenements dount yl se pleynt estre disseysy ne sount pas en Haumond, eyns sount en Lutleleye; e si trove seyt &c., dunkes ke yl neyt &c. disseysy.

Aunusance.

§ A porta bref de Anusance ver B.—*B.* Quel anusance?—[*A*].[2] Sire, nous vous dium ke la ou yly aveyt un fosse, e une haye sur le fosse entour me bles, ke beyte ne les puysent, la ad yl abatu le fosse, par quey bestes y entrent &c.—*Howard.* Seyt sa reconisance entre en Roule; ke par taunt est yl forclos a remenant del soyl de cel fosse; ke yl suppose par sa pleynte ke le soyl seyte nostre.—*Spigurnel.* Nous vous dium ke nous avum enclos no bles de un fosse; la est yl

[1] 13 Ed. I. c. 32.

[2] Howard is for the defendant. This sentence apparently belongs to the plaintiff.

A.D. 1292. came and abated it; ready &c.—*Howard.* And we pray judgment of his admission that the foss which was abated is his [B.'s] own foss. Judgment if such a writ lie in this case. — It was adjudged that it did not: and therefore it was quashed.

Novel Disseisin.

§ John the son of William brought the Novel Disseisin against William and Cicely and Agnes.—*Spigornel.* Sir, there ought not to be an Assise; for William and Cecily and Agnes answer you that Henry de E., their father, died seised of the tenements; after whose death, Cecily and Agnes and Edith entered as daughters and one heir; and Edith is not named in the writ. Judgment of the writ. (Intimating that in a writ of Novel Disseisin it is necessary that [all] the tenants should be named in the writ: which is true.)—*Kingesham.* Edith had nothing in the tenements on the day when the writ was purchased; ready &c. — *Spigornel.* If it be found that Edith had nothing &c., then we say that wrongly he brings this Assise; for he was never &c. so that &c.

Mordancester.

§ Joan and Isabel brought the Mordancester against B.; and the writ said thus "ready on their oath &c. "if T. the father of Joan and cousin of Isabel was "seised &c.—*Louther.* Make him out father to Joan and cousin to Isabel.—*Howard.* T. was the father of Joan who now demands, and the father of one Agnes; from Agnes to William as son; from William to John as son; from John to Isabel who does not sue for her purparty, as daughter.—*Louther.* And we pray judgment of the variance between his writ and his demonstrance; for the writ states that T. was father of Joan and cousin of Isabel; but in his demonstrance he has made him great-great-grandfather to Isabel. Judgment, as before. —*Howard.* Other writ than this we can not have in this case; for the Chancery gives no writ beyond the great-grandfather, except a writ of Cosinage, notwith-

venu, si le ad abatu, prest &c.—*Houard.* E nous jugement de sa reconisance ke le fosse ke est abatu est sun fosse demeyne. Jugement si teu bref igyse en seu cas.—Judicium quod non. Ideo cassatur. A.D. 1292.

§ John le fyz Willem porta la novele disseysine ver Willem e Cecylye e Anneyse.—*Spigurnel.* Sire, assise ne deyt estre; ke Willem e Cecylye e Anneyse vous respounent ke Henri de E. lur pere morut seysy des tenements; apres ky mort entra une Cecyle Anneyse e Edyt, cum files e un heyr; e Edyt nent nome en le bref. Jugement du bref. Quasi dicat, en bref de novele disseysine yl covent ke le tenans seyent nomes en le bref; quod verum est.—*Kyngesham.* Ke Edyz navyt rens en ceu tenement le jour del bref purchase; prest &c.—*Spigurnel.* Si trove seyt ke Edyz naveyt rens &c., dunke dium nous ke a mau tort porte yl cete assise; ke yl ne fut unkes &c. issy &c. Novele Disseysine.

§ Johane e Ysabele porterent le Mordancestre ver B.; e dyt le bref issynt, "parati sacrosancto si T. pater "Johannæ et consanguineus Isabellæ fuit seysitus &c." —*Louyere.* Fetes le pere a Johane e cosyn a Isabele. —*Houard.* T. fut le pere a Johane ke ore demande e le pere un Anneyse; de Anneyse a Wyllem cum a fyz, de Wyllem a Jon cum a fyz, de Johan a Ysabele, ke ne su pas pur sa purpartye, cum a file.—*Lowyere.* E nous jugement de la variance par entre sun bref e sa demostrance; ke le bref veut ke T. fut le pere Johane e cosyn Ysabel; e en sa demonstrance si ad yl fet tresael a Isabel. Jugement ut prius.—*Howard.* Autre bref ne poum aver en ceo cas; ke la Chauncelerie ne doune nuyl bref outre le besael, tout seyt ceo en la descente Mordauncestre.

A.D. 1292. standing the descent be lineal and not collateral. And on the other hand, Isabel is severed from us, by judgment; and so, we have not to plead regarding her estate. —BEREWYKE. Inasmuch as you can not deny that he is great-great-grandfather, whereas your writ supposes that he is cousin, this Court adjudges that you take nothing by your writ; and that B. go without day.

Mordancester.

§ Richard Bagod brought the Mordancester against William. William vouched to warranty Sir Peter Corbet.—*Spigornel.* You can not vouch; for you were the first who entered after the death of our father of whose death &c.—*Louther.* Thomas Corbet enfeoffed us of these tenements after the seisin [of him] on whose death &c.: and we pray judgment if we can not vouch his heir.—*Spigornel.* The Statute says that, if the demandant be ready to aver that the tenant was the first who entered after the death of his ancestor of whose seisin he brings his writ, then &c.—*Louther.* The Statute says that, if the vouchee was ever seised in service or in demesne, the tenant may vouch him. — BEREWYKE. The Statute has two points which authorize the counterplea of voucher; one is affirmative, to wit, that the tenant was the first who entered &c.; the other is negative, to wit, that the vouchor never had an estate, after the seisin or after the death of him on whose death &c., sufficient to enable him to create an estate &c. To which of these two exceptions will you hold?—*Spigornel.* To the affirmative, viz. that he was the first &c., as before.—*Huntindone* traversed this, saying, He was not the first &c. Therefore &c. And if it be found that he was, then &c. that his ancestor did not die seised.

Mordancester.

§ A. brought the Mordancester against B.—B. came into court, and conceded the points of the writ; but said that William, the father of A., did by writing

lineale e noun pas collaterale, fors ke bref de cosinage. E de autre part, Isabele si est decevere de nous par jugement; par unt de sun estat ne avum ren a pleder. —BEREWYKE. De si cum vous ne poet dedire ke yl neyt tresael, la ou vostre bref suppose ke yl est cosin, si agarde ceste court ke vous ne pernet ren par vostre bref; e B. saunz jour. A.D. 1292.

§ Richard Bagod porte le Mordancestre ver Willem. Willem vouche a garant Sire Pers Corbet.—*Spigurnel.* Voucher ne poet; ke vous futes le primer ke entrates apres la mort nostre pere de ky mort &c.—*Louyere.* Thomas Corbet nous feffa de ces tenements pus la seysine de ky mort &c.; e demandom jugement si sun heyr ne pusum voucher.—*Spigurnel.* Le estatut[1] veut ke si le demandant seyt prest de averer ke le tenant fut le primer ke entra apres le mort sun auncestre de ky seysine yl porte sun bref, ke &c.—*Louyere.* Le estatut veut ke si le vouche fut unkes seysy en service ou en demeyne, ke le tenant le pout voucher.—BEREWYKE. Le estatut ad deus poyns a contre pleder le voucher; le un est affirmative, saver, ke le tenant fut le primer ke entra &c.; le autre est negative, ke cely ke est vouche unkes estat ne aveyt pus la seysine ou pus la mort cely de ky mort [&c.] issy ke yl pout estat fere &c. A quel de ces deus excepciouns volet tener?—*Spigurnel.* A lafirmative, ke yl fut le primer &c., ut prius.—*Huntindone* luy traversa ke noun. Ideo &c. E si trove seyt ke si, dunke &c. ke sun auncestre ne morut nent seysy. Mordauncestre.

§ A porta le Mordancestre ver B.—B. vynt en court e granta le poyns du bref; mes yl dyt ke Willem, le pere A., luy graunta meyme cele tere a terme de deus Mort de auncestre.

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[1] Westm. i. 3 Ed. I. c. 40.

A.D. 1292. grant to him that land for the term of two years; and so he claimed nothing in the land save for the two years' term.—*Huntindone.* Whatever writing you put forward, we will aver that you abated thereon after the death of our father: and we pray the Assise as to damages.—*Kynge.* Is it your deed or not?—*Huntindone.* This is a plea of Assise; consequently there is no need to reply to the deed.—BEREWIKE. Of a surety, in this case you shall reply.—*Huntindone.* We perfectly admit our father's deed; but we are ready &c. that he abated after &c.—*Kinge.* And we pray judgment of your admission, inasmuch as you have admitted the writing.—BEREWYKE. Answer if you abated thereon after &c. or not.—*Kingesham.* If we were out of possession we should have an action, by virtue of the writing, to recover the land, on the covenant made between &c.: then, since we are in possession, we have no need to answer to the abatement.—BEREWIKE. You shall answer.—And he did so.

Ael. § One Robert de Montgomery, under age, brought a writ of Ael against Richard de Maus; and said that Joan his grandmother died seised &c.; from Joan to Isabel as daughter; and from Isabel to Robert, who now demands, as son. Richard answers that after the death of Joan he entered as Joan's son begotten and born in wedlock, and that he is in, and claims by the same descent; and he prayed judgment of the writ.—*Howard.* Robert replies to you that he is an infant under age, and that he will aver the points of his writ: and that this claim is in the Right; wherefore he knows not how he is to answer this.—BEREWYKE. You shall answer to the claim.—*Howard.* As before.—BEREWYKE. And, for that you do not deny this, we take it for granted: therefore this Court adjudges that you take nothing by your writ; but the amercement is pardoned, because you are under age.

ans par sun escryt; issy ke yl ne cleyme en la tere si noun terme de deus ans.—*Huntindone.* Quel escryt ke vus metet avaunt, nous volum averer ke vous alates[1] leyns apres la mort nostre pere; e prium le assise des damages.—*Kyngesham.* Esse vostre fet ou noun?—*Huntindone.* Ceo est play de assise; par unt yl ne covent pas respoundre a ceo fet.—BEREWYKE. Certes en ceo cas vous respoundret.—*Huntindone.* Nous grauntum ben le fet nostre pere; mes nous sumes prest &c. ke yl se abatyt apres &c.—*Kyngesham.* E nous jugement de la reconisance, desicum vous avet grante le escryt.—BEREWYKE. Responet si vous abatites leyns apres &c. ou noun.—*Kyngesham.* Si nous fusoms hors, si averyom accioun par le escryt a recoveryr la tere par le covenant fet entre &c.: dunke, pus ke nous sumes eyns, ne avum mester a respoundre a len abatement.—BEREWYKE. Vous respoundret.—Et ita fecit. A.D. 1292.

§ Un Robert de Mungomery de dens age porta bref de Ael ver Ricard de Maus; e dyt ke Johane sa aele morut seysy &c.; de Johane a Isabele cum a file; de Isabele a Robert cum a fyz ke ore demande.—Ricard respount ke apres la mort Johane entra yl cum fys Jone, engendre e nee dens esposayles, e eyns est, e cleyme par meyme la descente; e demanda jugement du bref.—*Howard.* Robert vous respount ke yl est enfaunt deyns age, e veut averer le poyns de sun bref; e le clame est en le dreyt; par quey a ceo ne set yl respoundre.—BEREWYKE. Vous respoundret a le clame.—*Howard.* Ut prius.—BEREWYKE. E pur ceo ke vous ne le dedites nent, nous le tenoms a grante: par quey agarde &c. ke vous ne pernet ren par vostre bref; e le amerciement seyt perdone, pur ceo ke vous estes de deyns age. Ael.

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[1] Perhaps a mistake for "abatites."

A.D. 1292. Novel Disseisin.

§ A. brought the Novel Disseisin against B.—*B.* Sir, we do not claim anything in this tenement except as the heritage of our wife, who is not named in the writ; and we pray judgment of the writ.—*Adam.* You solely entered by your own wrong: and you solely are tenant; ready &c.—*B.* The writ of Novel Disseisin must have a disseisor and a tenant. And inasmuch as the tenements are the heritage of our wife, and she is tenant, and as in the absence of a tenant you ought not to be answered in this writ of Novel Disseisin, we pray judgment of the writ.—*A.* It is not the heritage of your wife; ready &c.—*Midlyntone* (for B.) We can not be party to this without our wife whose heritage the tenements are; for that replication is in the Right; and we can not try her right if she come not into court. —BERKWYKE (ad idem). If his wife were in court, she would say, peradventure, that Adam was her vilein and that she was seised of him as &c., and would rebut him from his action. And inasmuch as it can not be alleged without the wife, it seems that without naming the wife the writ is not good.

Entry, in the "per."

§ In a writ [of Entry] in the "per," Richard vouched to warranty one William; who warranted, and vouched over one Roger; who came into court and asked by what &c. William put forward a charter which contained a warranty to Bernard and to his heirs and assigns: and he said that he was the assign of Bernard.—*Kynge* (for Roger). You are not the assign of Bernard, but you are the heir of the assign; and inasmuch as the charter by which you intend to bind us, only contains a warranty to assigns, and not to the heirs of assigns, we pray judgment if we ought to warrant.—*Spigornel.* He is tenant of the tenement, and he has, as heir of Bernard and as of his blood, the estate of the assign, and he represents his person: and we pray judgment.—*Kynge.* The clause of warranty does not extend as far as the

§ A porta la novele disseysyne ver B.—*B.* Sire, nous ne clamum ren en ceu tenement si noun cum le heritage nostre femme nent nome en le bref; e demandom jugement du bref.—*Adam.* Soul entrates par vostre tort, e soul estes tenant, prest &c.—*B.* La novele disseysyne veut aver disseysour e tenant; e de si cum le tenements sunt [le] heritage nostre femme, e ele est tenant, e sanz tenant ne devet estre respondu en cety bref de novele disseysyne, jugement du bref.—*A.* Nent le heritage vostre femme, prest &c.—*Midlyntone* (pur B.) A ceo ke poum estre partye sanz nostre femme ky heritage les tenements [sunt]; ke cel replicacioun est en le dreyt, e nous ne poum detrier sun dreyt si ele ne venge en Court.—BEREWYKE. (ad idem). Si sa femme fut en Court, ele dirreyt[1] par aventure ke Adam fut son vileyn, e seysy de ly cum &c., ele luy reboterreyt de accioun: e de si cum ne pet estre alegge sans la femme, ysemble ke sauns nomer la femme le bref ne est pas bon. A.D. 1292. Novele Disseysyne.

§ En bref de per,[2] Ricard voucha a garant un Wyllem, ke garantyt, e voucha outre un Roger, ke vynt en court e demanda par quey &c. Willem bota avant une chartre ke voleyt garantye a Bernard e a ses heyrs e a ces assingnes; e dyt ke yl fut le assingne Bernard.—*Kynge* (pur Roger). Vous ne estes pas le assingne Bernard, eyns estes le heyr le assingne; e de si cum la chartre, par quey vous nous biez lier, ne se estent pas fors a garranter les assingnes, e nemye as heyrs les assingnes, demandom jugement si nous devum garanter.—*Spigurnel.* Il est tenaunt du tenement, e ad le estat le assingne, cum heyr Bernard e de sun sanc, e presente sa persone: e demandom jugement.—*Kynge.* La clause de garantye ne se estent pas taunt avaunt cum fet le doun; ke la Entre en le per.

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[1] MS. c le dreyt.

[2] MS. post.—But the marginal note and *Coleshulle's* count shew that it should be "per."

A.D. 1292. gift does; for the warranty is construed strictly, and the gift extends to all to whom the tenements come: then it does not follow that, because he is tenant of the tenements which we gave, we ought to warrant.—CAVE. The heir of the assign is the same as the assign of him whose assign his father was: but it would be different of the assign of an assign.—*Howard.* We warrant.—*Coleshulle* counted, and said—into which Richard, to whom Roger de B. has warranted, has not entry, except by William &c., to whom Roger leased it, who tortiously &c. disseised Aleyn the father of Adam, whose heir he is, since the term.—*Kynge.* Sir, inasmuch as they have counted that we have warranted to Richard the son of Aleyn, for whom we never entered into warranty, but only for William who warranted to Richard the son of Aleyn, we pray if we ought to answer this count.—*Spigornel.* You have warranted to William our warrantor, and thereby you have sufficiently warranted to us. And on the other hand, if you had vouched over, and your warrantor had vouched a third person, and that third person a fourth, and so on, let us suppose to the twentieth, it would not be wrong to name all the warrantors: neither in this case. — *Howard.* You might have counted in a better way, and have said thus — into which Richard who is warrantor has not entry except &c. Judgment of this count.—CAVE. His writ rests on the entry in the "per"; and he has sufficiently counted the entry; now his words, stating which one warranted to another, are not of the substance of the count; and even if this were of the substance, he has sufficiently warranted to Richard since he has entered into warranty in respect of Richard's tenancy. Answer over.—*Howard* answered to the action; and said, Sir, Aleyn on whose seisin &c., killed a man named T. in the County of Hereford; which felony was presented before Sir Roger de Thurkeby in the Eyre of Hereford; whereupon Adam was called, and he did not come; therefore he was put in exigend, and the

garantye est stricti juris, e le doun se estent a touz seus a les queus ses tenements deveynent: dunc yl ne sut pas, si yl seyt tenant des tenements ke nous donames, ke nous devum garanter. — CAVE. Le heyr le assingne est cum assingne cely ky assingne sun pere fut; mes autre chose serreyt del assingne le assingne. —*Howard.* Nous garantoums.—*Colushulle* conta, e dyt —en le queus Ricard nad entre, a ky Roger de B. ad garanty, si noun par Willem &c., a ky Roger le lessa, ky atort &c. disseysi a Aleyne pere Adam, ky heyr yl est, puys le terme.—*Kynge.* Sire, de si cum yl unt conte ke nous avum garranty a Ricard le fyz Aleyn, ver ky unkes en garantye ne entrames, eyns ver Willem ke garanty a Ricard le fyz Aleyn, demandom jugement si a ceo cunte devum respoundre. — *Spigurnel.* Vous avet garranty a Willem nostre garrant, e par taunt avet asset nous garranty. E de autre part, si vous usset vouche outre, e vostre garant le terce, e le terce la quarte, jeke a .xx. posum nous, yl ne serreyt nent maveys[1] a nomer touz le garrants: nent pluys par de sa.—*Howard.* Vous porriet meus aver conte, e dit issynt,—en les queus Ricard ke est garant nad entre si noun &c. Jugement de ceo conte.—CAVE. Sun bref lye en le entre en le per, e yl ad assez conte le entre; dunt se moz ne sount pas de la substaunce de le conte, a dire ky garranty a autre: e tut fu ceo de la substaunce, aset ad yl garantye a Ricard, de puys ke yl est entre en la garrantye pur la tenaunce Ricard. Responet[2] outre.—*Howard* respount al accioun; e dyt, Sire, Aleyn, de ky seysine &c., tua un home T. par noun en le Conte de Hereford; la quele felonye fu presente devaunt Sire Roger de Turkeby en le heyre de Hereford; par quey Adam fut demande, e ne vynt pas; e pur ceo fu mys en exigende, e le Roy seysy ces bens

A.D. 1292.

[1] MS. maner.

[2] MS. respount.

A.D. 1292. King seised his goods into his hand, and had the Year and Waste of his land: and Roger, as chief lord, came to the King, and our lord the King delivered seisin thereof to him, because he was chief lord. Judgment if you ought to be answered.—*Spigornel.* That is tantamount to saying that you had entry by the King, and not by disseisin; and that is to the entry; and we will aver that you entered by disseisin.—*Howard.* We tell you that you can not have action on the seisin of Aleyn; because he committed felony, for which he was put in exigend, and did not return to the peace &c.; and the King had the Year and the Waste &c., and afterwards delivered seisin to Roger as chief lord. Judgment if an action &c.—*Spigornel.* The being put in exigend for felony did not toll the action, unless he was outlawed: for it may be that he was put in exigend, and that before outlawry was pronounced he died, or returned to the peace; therefore it is not enough to say that he killed a man, if he were not attainted by outlawry or some other kind of judgment.—*Kynge.* The felony was presented before the Justice, and the estreats of the exigend were delivered to the Sheriff; and he never afterwards returned to the peace; ready &c. Judgment, as before.—*Huntindone.* In a writ of Escheat, the chief lord would not be received to say this, unless he said that he was attainted: neither in this case. —*Kynge.* He was outlawed; ready &c.—*Spigornel.* How will you aver this?—*Howard.* He was put in exigend at the County Court, and then proclaimed Wolf's-head (and that is outlawry); ready &c. by the country (for of that the country can take cognizance) where and how the Court shall adjudge that we ought to aver it.—*Spigornel.* Vouch then the Roll of the County Court.—CAVE. In this case, the Roll of the County Court does not bear record, but the whole body of the County Court, the suitors and the Coroners do: therefore the averment by the country suffices.—*Spigornel.*

en sa meyn, e de sa tere aveyt le An e le Wast; e A.D. 1292.
Roger cum chef seygnur vynt au Roy, e nostre seygnur le Roy luy livera la seysine, pur coe ke yl fu seygnur. Jugement si vous devet estre respondu.—*Spigurnel.* Taunt amounte ke vus aviet entre par le Roy, e nent par disseysine; e ce est al entre; e nous volum averer ke vous entrates par disseysine.—*Howard.* Nous vous dium ke accioun ne poet aver de la seysine Aleyn; pur ceo ke yl fyt felonie, pur la quele yl fut mys en exigende sanz retorner a la pees &c.; e le Roy aveyt le An e le Wast &c., e puys la seysine bayla a Roger cum a chef seygnur. Jugement si accioun &c.—*Spigurnel.* De estre mys en exigende pur felonye, ceo ne tout pas accioun, sanz ceo ke yl fut utlage: ke pet estre ke yl fut mys en exigende, e avant utlagerie pronuncie si morut yl, ou se rendi a la pees; par quey ceo ne suffit pas, a dire ke yl ossyt un houme, sy yl ne fut ateynt par outlagerye ou par autre manere de jugement.—*Kinge.* La felonye presente devant Justice, e les estretes del exigende liveres a Viconte; e ke unkes puys se rendi a la pes; prest &c. Jugement ut prius.—*Huntindone.* En bref de Eschete ne serreyt pas le chef seygnur resu a ceo dire, si yl ne deyt ke yl fut ateynt: nent pluys par de sa.—*Kynge.* Ke yl fut utlage; prest &c.—*Spigurnel.* Coment volet ceo averer?—*Howard.* Mys en exigende en conte, e pus crie Wolveseved; e ceo est utlagerie; prest &c. par pays, ke de ceo pays pet conutre, ou par kaunt ke la court agarde ke averer le devoms.—*Spigurnel.* Vouche dunke roule de Conte.—KAVE. Roule de Conte en ceo cas ne porte nuyl record, eyns fet tut le cors du Conte, e suters e Coroners; par unt suffit averement du pays.—*Spigurnel.*

A.D. 1292. Not outlawed; ready &c.—*Huntindone.* Admit then that the felony was presented, and that he was put in exigend; and then shew why the outlawry was not pronounced; either because he returned to the peace, or because he died before the outlawry was pronounced.—*Spigornel.* The being put in exigend is not a bar to our action, but an outlawry is: so it is sufficient for us to traverse, and to answer that which is a bar to our action. Therefore, accept the averment; if not, we pray judgment peremptorily.—*Huntindone* waived all that; and said that Roger did not enter by disseisin; ready &c.—And the other side said the contrary.—And the INQUEST came, and said that Roger did not enter by disseisin, but by livery from our lord the King, according to what Roger had said. And then they were asked over, if Aleyn was attainted by outlawry or otherwise. And they said that they did not know.—*Toutheby* (At the Bench). Sir, they can not rightfully have the land as an escheat, inasmuch as he was never attainted. Judgment if &c.—METINGHAM. Go; certify us by [the Roll of] the Eyre of Hereford.[1]

Note. § Note that, if one who owes suit to his lord's court make default, he shall not be summoned to hear his judgment: because this is a service issuing from the tenement, which ought not to pass by judgment of the Court.

Note. § Note that, the son shall not be distreined for the amercement of the father; because this is a personal service, and not a service issuing from the tenement.

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[1] He will not have his recovery in this case except by writ of Right, counting of the seisin of his ancestor as of fee and of right; because the Inquest said that he did not enter by disseisin.

Nent utlage; prest &c.—*Huntindone.* Grantet dunke ke la felonie fut presente, e mys en exigende; e moustret dunke par quey le utlagerie ne fut pas pronuncie, ou pur ceo ke yl se rendi a la pees, où pur ceo ke yl morut devant le utlagerie pronuncie. — *Spigurnel.* De estre mys en exigende neyt pas barre a nostre accioun, eyns est le utlagerie; dount yl nous suffit a traverser, e respoundre a ceo ke est barre a nostre accioun: e pur ceo resevet le averement; e si noun, demandom jugement tut atrenchè. — *Huntindone* weyva tut; e dyt ke Roger ne entra nent par disseysine, prest &c.—E lautre le revers.—E LENQUESTE vynt, e dyt ke Roger ne entra par disseysine, mes par la livere nostre seygnur le Rey, solom ceo ke Roger aveyt dyt. E puys furent demandes outre, si Aleyne fut ateynt par utlagerie ou autrement. Yl diseyent ke eus ne saveyent. — *Touyeby* (ad bancum). Sire, yl ne pount la tere aver de dreyt cum eschete; desicum yl ne fut unkes atteynt. Jugement si &c.—METINGHAM. Alet, si fetes nous certeyn par le heyre de Hereford.[1] A.D. 1292.

§ Nota ke si un houme ke deyve suyte a la Court sun seygnur face defaute, yl ne serra poynt somounz de oyer sun Jugement; pur ceo ke ceo est un service issant de tenement, ke ne deyt pas passer par Jugement de la court. Nota.

§ Nota, ke le fyz ne serra poynt destreynt pur le amerciement le pere; pur ceo ke ceo est un personel trespas, e noun pas service issant del tenement. Nota.

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[1] Non habebit recuperare in isto casu nisi per breve de Recto, narrando de seisina antecessoris ut de feodo et jure, desicut inquisicio dicebat non intravit per disseisinam. —Note in MS.

A.D. 1292. Novel Disseisin.

§ Adam brought the Novel Disseisin against B.—B. came into court and claimed the wardship of the ward, by reason of the non-age of William son and heir of Thomas. *Spigornel.* You must say that Adam's father held by knight-service. — *B.* Sir, he held of him by knight-service, by such and such services.—*Adam.* Our father held not by knight-service but by socage ; ready &c. : and so, he can not claim the wardship of us.—*B.* Sir, his father held of Thomas by knight-service ; ready &c.—THE ASSISE came and said that he entered in name of wardship.—BEREFORD. You shall say if his father held of Thomas by knight-service, or not ; and if he was seised, or not.—THE ASSISE. Sir, he held these tenements in socage.—BEREFORD. This Court adjudges that Adam do recover his seisin and his damages of half a mark &c.

Dower.

§ A. brought a writ of Dower against William de Waltone, who was under age ; and who made default after default. Afterwards he came into court, and said that he was under age and in ward to one C. ; and that his guardian was not named : and he prayed judgment of the writ.—*A.* You have made default ; therefore you can not be a party. — CAVE. An infant under age can not make any default which may turn to his prejudice : at whatever time he comes, before judgment given, he shall be received to defend his right. And on the other hand, if he plead badly in propriâ personâ, he shall be received to amend and redress his plea. Therefore, what answer you to his being in ward to C.?—*Alice.* Sir, he can not be in ward ; for his father held these tenements in socage. Therefore although he were in fact in ward or under nurture as an infant holding in socage, there is no need to join the guardian. —CAVE. Answer if you hold in socage.—*William.* Sir, we are an infant under age ; therefore we can not answer.—And afterwards, he waived his first plea, and

§ Adam porta la novele disseysine ver B. B. vynt en curt, e clama garde de garde par le noun age Willem fyz e heyr Thomas.—*Spigurnel.* Yl covent ke vous diet ke le pere Adam tynt de Thomas par service de chevaler. — *B.* Sire, yl tent de ly par service de chevaler, par teus services e par teus services. —*Adam.* Ke nostre pere ne tynt pas de Thomas par service de chevaler, mes par sochage; prest &c.: e issy ne pet yl garde de nous clamer. — *B.* Sire, ke sun pere tynt de Thomas par service de chevaler; prest &c. — Le Assise vynt, e dyt ke yl entra en noun de garde. —Bereford. Vous dirret si sun pere tynt de Thomas par service de chevaler ou noun; e sy yl fut seysi ou noun.—Le Assise. Sire, yl tynt ces tenements en sokage. — Bereford. Si agarde &c. ke Adam rekevere sa seysine e ces damages de demi marc &c. A.D. 1292. Novele Disseysine.

§ A. porta bref de Dowere ver Willem de Waltone, ke fut de deyns age, e fyt defaute apres defaute: apres ceo vynt en court, e dyt ke yl fut de dens age, e en la garde un C., e sun gardeyn nent nome: jugement du bref. — *A.* Vous avet fet defaute; par quey vous ne poez partye estre.—Cave. Un enfaunt de dens age ne pet fere nule defaute ke luy puce turner en prejudice; ke quel oure ke yl venge devant jugement rendu, yl serra ressu a defendre sun dreyt. E de autre part, si yl malement plede en propre persone, yl serreyt ressu a amender e a redresser sun play autrefeez: e pur ceo quey responet vous a ceo ke yl est en la garde C.? — *Alice.* Sire, en la garde ne pet yl estre; ke sun pere tynt ces tenements en socage; par quey tut yl de fet en garde ou en noriture de enfaunt ke tent en socage, nest pas mester de joyndre le gardeyn.—Kave. Responet si vous tenet en socage. —*Willem.* Sire, nous sumes un enfaunt de dens age; par quey a ceo ne poum respoundre.—E puys apres Douuere.

A.D. 1292. came into Court and prayed to be received to defend his right. — And he was so. — And he yielded to the woman her dower, by leave of the Court, and paid damages to her as demandant.

Taking of beasts.

§ Sarah the Prioress of Brewode complained of William de C., that tortiously, after the summons of the Eyre, he had taken her beasts of the plough in the high street.—*Spigornel* avowed the taking as good in a certain place that the Prioress held of him by certain services which were in arrear &c.; and (said he) we could not find any other distress; ready &c.—*Howard.* It was in the high street; and he could have found other beasts; ready &c.—Therefore to the country.

Mordancester.

§ In an assise of Mordancester, *Midlyntone* said, We tell you that wrongly he brings this assise; for our father died seised of the four bovates of land; and we, after his death, entered as next heir; so that his father never had anything in this tenement except by lease from us by way of pledge.—*Spigornel.* You have admitted that our father had something. What have you to shew that he had nothing except by way of pledge? —*Midlintone.* You bring this assise on the death &c. who died seised in his demesne as of fee &c.; and we traverse you, and say that he did not die seised &c., but seised only by way of pledge. — BEREWIKE. That which you say about your pledge—say it by way of evidence to the Assise; and traverse simply the points of the assise, viz. that he did not die seised.—*Louther* (for the demandant). If we had in hand a charter of feoffment, the Assise would pass for nothing but the damages; since he has admitted our estate to be such as it is; and if we had a charter which testified our estate to be in demesne as of fee, thereby the points of the writ would be averred, without an assise,

weyva sun primer dyt, e vynt en court, e pria de estre resu a defendre sun dreyt. Et sic fuit. E rendyt a la femme sun dowere par conge, e a la demandante[1] damages. A.D. 1292.

§ Sare Prioresse de Brewode[2] se pleynt de Willem de C. ke atort pus la somouns del heyre aveyt pris ses avers de sa carue, e en la haute estrete.—*Spigurnel* avoua la prise bone en un certeyn luy ke la Prioresse tynt de luy pur certeyne services ke arere luy furent &c.; e ke nous ne poum autre destresse trover; prest &c.—*Howard.* Ke en le haut estrete; e ke yl pout aver autre bestes trove; prest &c.—Ideo ad patriam. Prysde avers.

§ En assise de Mordancestre, — *Midlyntone.* Nous vous dium ke atort porte yl cete assise; ke nostre pere morut [seysy] de le .iiij. boves de tere, e nous apres sa mort entrames cum pluys procheyn heyr; issi ke sun pere ne aveyt unkes rens en ceo tenement, si noun de nostre les cum en noun de gage.—*Spigurnel.* Vous avet conu ke nostre pere aveyt; quey avet de ceo ke yl naveyt rens fors en noun de gage?—*Midlintone.* Vous portet cete assise de la mort &c. ke morut [seysy] en sun demeyne cum de fee &c.; e nous vous traversum, e dium ke yl ne morut nent seysy &c., eyns en noun de gage.—Berewike. Ceo ke vous dites de vostre gage, dites ceo en evidence de lasise; e traverset simplement en le poyns de lasise ke yl ne morut pas seysy &c. — *Lowyere* (pro petente). Si nous usum en poyn chartre de feffement, ja ne passereyt le assise for ke de damage, de puys ke yl ad conu nostre estat tel quel; e si nous usum chartre ke teumoniat nostre estat en demeyne cum de fee, par taunt sereyent le poyns del bref averez sanz assise, Mordancestre.

[1] MS. deman^{te}.

[2] Sancti Leonardi de Brewode. Iter Roll, m. 34.

A.D. 1292. Nota. if he declined to deny his deed: and therefore he does not plead wisely.—And afterwards the writ was quashed for non-tenure of six acres of the land of which seisin was previously alleged.

Note. § Note; in a writ of Exception[1] it is not every one who can make an attorney: neither[2] can one in prison for felony make an attorney; nor ought he to be brought to the bar in irons: because while he is in irons he is in prison; and while he is in prison he can not make any admission or give any answer.

Note. § Note; per *Howard*, that in personal actions, if the defendants enter on an answer, and put forward a dilatory or peremptory exception, and afterwards make default, that default is peremptory; so that by reason of that default the demandant will at once recover the subject of his demand.

Writ on a Fine levied in the King's Court. § William the Abbat of Buildwas brought a writ [of Covenant] on a Fine levied, against Peter Corbet for a hundred acres with the appurtenances; and counted that Thomas, the father of Peter, granted and released to the Prior and his successors, by a Fine levied in the Court of King Henry in such a year, before so and so, Justices, all the right &c. in a hundred acres of land &c.; and that the Abbat and the Convent might enfoss and enclose the said tenement; and moreover that if any of the Abbat's beasts, such as an ox or cow or horse, was found in or going into Sir Peter's forest, the Abbat should give three pence in respect of the beast; but that Sir Peter detained the horses and other beasts of the Abbat, when they were found in his chace, until the Abbat should pay such fine for their

[1] This refers probably to a Bill of Exceptions. See the writ in Reg. Brev. fo. 182.

[2] This is false. Witness the case of Matthew of the Exchequer and A. de Strettone.

si yl ne voleyt sun fet dedire: e pur ceo yl ne plede pas sagement.—Et postea cassatum fuit breve per non tenuram de .vi. acris terræ prius allegatis. A.D. 1292.

§ Nota, in brevi de excepcione non potest quilibet facere attornatum: nec[1] inprisonatus pro felonia potest facere attornatum; nec debet duci ad barram in ferris; quia dum est in ferris est in prisona; et dum est in prisona non potest facere aliquam recognicionem nec dare responcionem. Nota.

§ Nota, par *Houard*, ke en accioun personeles, si le defendauns entrent en respounce, e mettent avaunt excepcioun dilatorie ou peremptorie, e pus apres face defaute, ke cele defaute si est peremptorie, issynt ke par cele defaute meyntenaunt le demandant rekevera sa demande. Nota.

§ Villem Abbe de Buldewas porta bref de Fyn fete ver Peres Corbet de .C. acres de tere od les appurtenances; e counta ke Thomas pere Peres granta e relessa a le Prior e ces successours, par fyn leve en la Court le Rey Henri, tel an, devant teu Justices, tout le dreyt &c. en le .C. acres de tere &c.; e ke le Abbe e le covent porreyent fosser e enclore meyme le tenement; E eytre, ke si nule beste del Abbe fut entre ou entraunt en la foreyte Sire Perres, sicum de bef, vache, ou cheval, ke le Abbe dorreyt pur la beste treis deners: la detent Sire Perres les chevaus e autres bestes le Abbe, kaunt yl sount troves en sa chace, si le Abbe eyt fet redempcioun pur le bestes a sa Breve de fine levato in servicio[2] Regis.

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[1] Quod falsum est. Teste Matheo de la Eschekere e A. de Strettone. (Cotemporary note in the margin.)

[2] Possibly a mistake for "curiâ." The Fine appears to have been levied; therefore it could not have been a writ "de fine levando."

A.D. 1292. redemption as Sir Peter chose. And moreover, Sir, he granted that, if wild beasts entered that close, it should be lawful for the Abbat's men to drive them out; whereas, Sir, he will not now permit them to drive them out. And moreover, [he granted] that he would not hunt or spread nets within that close; whereas he has come and hunted with horn and with cry, and spread nets, to the damage of the Abbat £1000. —*Howard.* We pray judgment of the count; inasmuch as his writ asks that we should keep to the terms of a Fine levied of a hundred acres of land &c.; and his count and his demonstrance state that we took his beasts in our chace &c.; so that his count does not at all accord with his writ. Judgment of the variance.—*Louther.* What do you answer as to the hunting with horn and cry, and the spreading nets, and to [our right of] driving wild beasts out of the close and out of our corn? —*Howard.* What we have said, we have said in order to abate the writ: now, if we abate it in part, it will abate in toto: and you lay your damages in gross for all the three points; so, if one point be annihilated you can not and ought not to be further answered on this writ.—*Louther.* When the damages come to be taxed, it shall be allowed to you. And on the other hand, a writ "of "Fine levied" serves to make the party come into court to answer to the Fine: and inasmuch as the Fine which we have put forward is contained in our count and our demonstrance, to which you answer not, we pray judgment &c. as undefended. And on the other hand, if you wish to abate the writ, you must give us another: but will not find another suitable in this case; for there is no writ running thus, "that he "hold to the Fine levied for not making a chace, or "for taking animals contrary to the terms of the "Fine."—*Howard.* The writ is warrant for this plea; and the writ mentions only the land &c.: and you have made your demonstrance of a taking of beasts

volunte. E eytre ceo, Sire, yl graunta ke si bestes sauvages entracent en ceu clos, ke yl lirreyt a le gens le Abbe de enchasser les; la, Sire, ou yl ne veut ore ceo suffryr de les enchasser. E eytre ceo, ke yl ne chassereyt poynt de deyns cel clos, ne reys ne tendereyt; la ad yl venus e chasse od corn e od bouche, e tent reys al dammage le Abbe de .M. livres.—*Howard.* Jugement de le Counte; desicum sun bref veut ke nous luy tenoms fyn fete de .C. acres de tere &c., e sun conte e sa demostrance voylent ke nous preymes ces bestes en nostre chace &c.; issynt ke sun conte ne acorde ren a sun bref. Jugement de la variance.—*Lowyere.* Quey responet vous a le chace de corn e de bouche, e de reys tendre, e de enchasser bestes sauvages hors de le clos e de nos blez?—*Howard.* Ceo ke nous avum dyt, si avum nous dyt pur bref abatre: dunke, si nous le abatoms en partye yl se abatera en tut: ke vous assoumet vos dammages en gros, e pur treis poyns; dount si le un seyt anenty, vous ne poet ne ne devet pluys estre respondu a cêty bref.—*Lowyere.* Kaunt yl vendra a dammages taxer, yl vous serra alowe. E de autre part, bref de Fyn fete sert de fere la partye venyr en Court a respoundre a la fyn: e de si cum la[1] fyn ke nous avum avauut bote est contenu en nostre conte e nostre demostraunce, a quey vous ne responet nent, Jugement &c. cum de noun defendu. E de autre part, si vous volet bref abatre, yl vous covent doner autre: mes autre ne troveret nent en ceo cas; ke iny ad nul tel bref "quod teneat finem de chacia non facienda, "vel de animalibus contra finem capiendis."—*Howard.* Le bref est garrant del play; e le bref ne fet nuyl menciun fors de la tere &c.; e vous avet fet vostre demostraunce de prise de bestes en nostre soyl ke

A.D. 1292.

[1] MS. en la.

A.D. 1292. in our soil which is no part of the hundred acres or of the appurtenances thereof: thence it follows that there is a variance between your writ and your count. Judgment &c.—BEREWIKE. You can not allege a variance, if they have not counted contrary to their writ, or have not departed from their writ. But now they have said and counted in court what their writ states; so that what they have said is towards supporting the Fine: therefore that surplusage is not in abatement of the count. Answer over.—*Howard.* To such a writ he ought not to be answered: for the writ asks that we should hold to a Fine levied of a hundred acres with the appurtenances, in respect of which there was a plea of Warranty of Charter between them: and inasmuch as in the King's Court there was no plea except of a hundred acres of land with the appurtenances, and not of hedges, of fosses, or of chaces, or of hunting, or giving a fine certain for beasts, although the Fine in those points (which are quite separate matters) was taken by assent of the parties, we pray judgment if by a writ respecting a tenement whereof a plea was heretofore in the King's Court by a writ of Warranty of Charter, he ought to answer in respect of a different thing, comprised in the Fine as a separate thing, and whereof a plea of Warranty of Charter was not raised in &c.—*Kynge.* He can bring the Replegiari in this case. Judgment of the writ.—*Louther.* A plea of Warranty of Charter was raised in the court of our lord &c. of one hundred acres of land with the appurtenances; and the hedges and fosses and chaces within the hundred acres of land are accessories to the hundred acres &c.; and these things were granted by the Fine: so, by this writ respecting the hundred acres we are answerable in respect of a Fine levied in the King's Court of the accessories.—The Justices adjudged that Peter &c.—And he did so.—And the parties came to a compromise.

nest pas de le .C. acres de tere, ne des apurtenaunces; A.D. 1292.
dunt ensuyt yl ke yly ad variance par entre vostre bref e vostre counte. Jugement &c.—BEREWIKE. Variaunce ne poet pas alegger, si yl nusent conte de lur bref le contrarie, ou ke eus ne usent mye deservy lur bref: mes ore unt yl dyt e conte ceo ke lur bref veut en Court; issynt ke ceo ke yl unt dyt, ceo est pur meyntener la fyn; par quey cel pluys neyt pas abatement du conte. Responez outre.—*Howard.* A tel bref ne deyt yl estre respondu; ke le bref veut ke nous tenum fyn fete de .C. acres od les apurtenaunces, dunt play de garrantye de chartre fut entre eus; e desicum en la Court le Roy ne aveyt yl nuyl play fors de .C. acres de tere od les apurtenances, e nent de hayes, ne de fosses, ne de chaces, ne de bestes enchacer, ne pur bestes certeyn doner, coment ke la fyn de ceu poyns se pryt par acord de partyes, le queus poyns sount un gros par sey, demandom jugement si par bref de tenement dount play fut mu devant ces oures en la court le Rey par bref de garantye de chartre, deyt respoundre a un autre chose contenu en la fyn cum un gros par sey, dunt play de garrantye de chartre ne fu nent mu en &c. —*Kynge.* Yl pet porter le Replegiari en ceo cas. Jugement du bref.—*Lowyere.* Play de garrantye de chartre fut mu en la Court nostre seygnur &c. de .C. acres de tere od les apurtenances; e le hayes e le fosses e le chaces deyns le .C. acres de tere sunt accessories a les .C. acres &c.; e cete choses furent grantez par la fyn: dunt par cety bref de .C. acres sumes responables de fyn fete en la Court le Rey des accessories.—Justices agarderent ke Perres &c. Et ita fecit. Concordati sunt.

A.D. 1292. Novel Disseisin.

§ Reginald the son of Roger Charles brought the Novel Disseisin against W. de B. and Roger Charles his father. — *Howard.* Sir, William tells you that he does not claim any thing in this tenement except a term of twenty years by lease from Roger Charles his father. And Roger, who is here by his bailiff, answers that the said Reginald, who brings this assise, released and quitclaimed all the right &c. to Roger his lord; and we pray jugement if there ought to be an assise.—*Spigornel.* Roger is here by bailiff: judgment if by bailiff he can say any thing or put forward any thing why the assise should tarry.—*Howard.* William tells you that he does not claim any thing except a term &c., by lease from Roger, the father of Reginald, to whom you have quitclaimed all your right &c.; and he says he says that there ought not to be an assise, on account of that quitclaim made to Roger, by whose lease &c. — *Spigornel.* William has not any thing in this tenement except a term. Judgment if it lie in his mouth to allege a quitclaim. And on the other hand, if William could rebut us from this assise, he would affirm the fee and the right and the freehold in the person of Roger; whereas William is as much a stranger to Roger's tenancy as Roger's bailiff is: and we pray judgment if &c.—*Howard.* You say what is incorrect. William is not as much a stranger as the bailiff; for the bailiff is not [in the writ] joined as a disseisor; and William is, in the writ, joined as a disseisor: therefore, Sir, we pray you that, whatever collusion there may be between Reginald the son and Roger the father, since he is joined in the writ and has the tenancy such as it is, and has made the quitclaim to Roger by whose &c., we pray judgment if there ought to be an assise. — *Spigornel.* It seems to me that William ought not to have greater advantage than the bailiff has; for Reginald might have purchased a good writ against Roger singly, without having joined William: it follows then, that William

§ Reynald le fyz Roger Charles porta la Novele Disseysine ver W. de B. e Roger Charles sun pere.— *Howard.* Sire, Willem vous dyt ke yl ne cleyme rens en ceu tenement si noun terme de .xx. anz, de le les Rogger Charles sun pere. Roger, ke icy est par baylyf, vous respount ke meymes cety Reynald ke porte cete [assise] relessa e quiteclama tot le dreyt &c. a Roger sun seygnur; e demandom jugement si assise deyve estre. — *Spygurnel.* Roger est issy par baylyf: jugement si par baylyf puse ren dire ou mettre avaunt par quey assise deyve targer.—*Howard.* Willem vous dyt ke yl ne cleyme rens fors terme & de le les Roger, pere Reynald, a ky vous avet quiteclame tut vostre dreyt &c.; e dyt ke assise ne deyt estre, pur cele quiteclame fete a Roger de ky les &c. —*Spigurnel.* Willem nad rens en ceo tenement for terme. Jugement si en sa bouche gise de alegger quiteclame. E de autre part, si Willem nous porreyt reboter de cete assise, sy afermereyt yl le fee e le dreyt e le franc tenement en la persone Roger, la ou Wyllem est ausi estraunge a la tenaunce Roger cum le baylyf Roger: e demandom jugement si &c.— *Howard.* Vous dites mal. Willem neyt pas ausynt estraunge cum le baylyf; kar le baylyf neyt pas joynt a la disseysine fere; e Willem si est joynt en le bref a la disseysine fere: par quey, Sire, nous vous prium ke queu collusion ke seyt entre Reynald le fyz e Roger le pere, de puys ke yl est joynt en le bref e ad tenaunce tele quele, e ad la quiteclame fet a Rogger de ky &c., jugement si assise deyve estre.—*Spigurnel.* Yl me semble ke Willem ne deyt pluys avauntage aver ke le baylyf; kar Reynald pout aver purchase bon bref sur Roger soul, sauns aver joynt Willem: dunkes ensut yl ke Willem ne pet pluys de avantage

A.D. 1292. Novele Disseysine.

A.D. 1292. can not have greater advantage than the bailiff. Judgment if, by reason of the quitclaim put forward by him, the assise ought to tarry. — *Howard.* William tells you that he has in this land a term of twenty years by lease from Roger; and he does not tell you this to excuse his tort; but he prays judgment, since you have quitclaimed to Roger by whose lease William has his term, if, in opposition to your own deed, there ought to be an assise.—*Spigornel.* And we pray judgment, since you are not seised of the freehold, if you can allege a quitclaim or rebut us from an action. — Here it was said that the bailiff could not do any thing but excuse his lord's tort: wherefore the Assise was awarded.—*Spigornel.* I have my own idea, which now I plead; and I tell you that this quitclaim supposes a yielding up and a quitclaim; and I am ready &c. that he never yielded up. — BEREWIKE. That is an avoidance not to the quitclaim, but to the yielding up only; for I can yield up to you without a quitclaim, and quitclaim to you without a yielding up; so that one is not dependant on the other.—THE ASSISE, being sworn and taken, says that Roger disseised his son Reginald, and that afterwards the said Reginald the son made a quitclaim to Roger of the tenements whereof he complains that he &c. — BEREFORD. By the quitclaim, made to Roger by Reginald his son who now complains, the trespass was purged. Therefore this Court adjudges that Reginald do take nothing by his writ, and that William do go without day.

Note. § Note that (in the opinion of some) a woman who is joint tenant with her husband shall, after her husband has made default, be received to defend her right, and to abate the writ; because she was not joined in the writ.

The decision was erroneous in a plea in the same Iter commencing,—One A. brought a writ of Cosinage against B.,

aver ke baylyf. Jugement si, par la quiteclame bote avaunt par ly, assise deyve targer.—*Howard.* Willem vous dyt ke yl ad en cele tere terme de .xx. ans, e de le les Roger; e ceo ne vous dyt yl pas pur encuser sun tort; eyns demande jugement, de puys ke vous avet quite clame a Roger de ky les Willem ad sun terme, si encountre vostre fet demeyne assise deyve estre.—*Spigurnel.* E nous jugement, de puys ke vous neytes pas seysy del franc tenement, si vous poet alegger quiteclame ou nous reboter de accioun.—La fut dyt ke baylyf ne pout autre chose fere fors escuser le tort sun seygnur: par quey fut le assise agarde.—*Spigurnel.* Jeo ay mun purpos ke ore neu jeo plede; e vous dy ke cele quiteclame suppose rendre e quiteclame; e jeo suy prest &c. ke yl ne unkes rendy.—BEREWYKE. Ceo neyt pas voydaunce kaunt a la quiteclame, mes a le rendre tauntsoulement; kar jeo vous puys rendre sanz quiteclamer, e quiteclamer sauns rendre; issynt ke le un ne depent pas de lautre.—ASSISA jurata et capta dicit quod Rogerus disseysivit filium suum Reynaldum et postmodo idem Reginaldus filius fecit Rogero quieteclamantiam de tenemento unde queritur se &c.—BEREFORD. Par la quiteclame fete a Roger par Reynald sun fys ke ore se pleynt si est le trespas purge: par quey agarde cete Court ke Reynald ne prenge ren par sun bref, e Willem saunz jour. A.D. 1292.

§ Nota, ke femme joynt tenante od sun barun, apres ke sun barun ad fet defaute ele serra ressu a defendre sun dreyt, e pur bref abatre, pur ceo ke ele neyt pas joynt en le bref, secundum quorumdam opinionem. Fallit supra in eodem Itinere in placito, un A. porta bref de Cosinage ver B., par la ou C. fut Nota, de uxore.

A.D. 1292. in which C. was received to defend his right, and abated the writ by claiming by the same descent.

Note. Note that those who have fee and right without being tenants can not abate the writ after being received &c.

Covenant. § John Granges brought a writ of Covenant against John Huse in respect of a covenant made between Simon Granges, father of John Granges, and one Walter Huse father of John Huse, regarding a piece of land &c.—*Kinge.* He intends to recover against us so much land for the term of twenty years, by lease from our father Walter, and whereof he was seised until we ejected him from his term: we say that we did not eject him. Judgment if he can have an action against us.—*Spigornel.* Answer; is it the deed of your father or not? and is our term unexpired?—*Kinge.* We tell you that we did not oust you; but that John himself delivered the tenements to us: so that we have not committed any tort.—*Spigornel.* What have you to shew the delivery?—*Kynge.* Sir, we are seised of the tenements by his delivery of them to us: that is enough.—*Spigornel.* Sir, we pray judgment, inasmuch as John Huse has no special deed witnessing the delivery, if in opposition to his father's deed, he can without a specialty withdraw himself from the covenant and from the damages.—*Kynge.* We tell you that we held half a virgate of land which John Granges claimed to be his right; and that he (John Huse) yielded up and delivered that land to him; in consideration of which he released to us his term of twenty years; and he (John Granges) is now actually seised of that land. Judgment if he can have an action.—*Spigornel.* He delivered and gave up that land to us in consideration of five marks, and not in consideration of the term; ready &c.—*Kinge.* The contrary.—Therefore to the country.

ressu a defendre sun dreyt, e abaty le bref par clamer par memes la descente. A.D. 1292.

Nota, ke seus ke unt fee e dreyt sanz tenance ne pount bref abatre apres ce ke eus sunt ressu &c. Nota.

§ Johan Granges[1] porta bref de Covenaunt ver Johan Huse[2] de covenaunt fet entre Simond Granges pere Johan Granges e entre un Water[3] Huse pere Johan Huse, de une tere &c.—*Kinge.* Yl bye rekeverer ver nous taunt de tere a terme de .xx. ans, e par le les Water nostre pere, e dunt yl fut sesy si la ke nous ly ennjettames de sun terme: nous dium ke nous ly enjettames poynt. Jugement si ver nous puyse accioun aver.—*Spigurnel.* Responet: esse le fet vostre pere ou noun? e si le terme nous seyt arere.—*Kinge.* Nous vous dium ke nous vous ostames poynt; eyns Jon meymes nous bayla les tenements; issynt ke nous ne avum fet nuyl tort.—*Spigurnel.* Quey avet du bayl?—*Kynge.* Sire, nous sumes seysy des tenements de sun bayl; asset suffit.—*Spigurnel.* Sire, nous demandom jugement, de sy cum Jon Huse nad nuyl especial fet du bayl, si encountre le fet sun pere sanz especialte puyse estortre de le covenaunt e de le damage.—*Kynge.* Nous vous dium ke nous tenoms un demi verge de tere ke Johan Granges clama estre sun dreyt, e meyme cele tere luy bayly e rendi a ly, par quey yl nous relessa sun terme de .xx. ans, de la quele tere yl est ore endreyt seysy. Jugement si accioun puyse aver.—*Spigurnel.* Ke yl livera e rendy suys cele tere a nous pur .v. mars, e noun pas pur le terme; prest &c.—*Kinge.* Le revers. Ideo ad patriam.[4] Covenaunt.

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[1] Johannes filius Simonis Granegos de Salopia.—Iter Roll, m. 9 b.

[2] Johannes filius Johannis Husee de Adbrightone.—Iter Roll.

[3] Johannem.—Iter Roll.

[4] Postea prædictus Johannes filius Simonis petiit licentiam recedendi de brevi suo.—Iter Roll.

A.D. 1292. Novel Disseisin.

§ Alice de Buildwas brought the Novel Disseisin against N. her father and Isabel her sister; who came and said that Alice was never so seised that &c.—THE ASSISE came and said that N., the father of Alice, made a good charter to Alice, and came to the lord's court, and delivered the charter in the presence of good men, and said thus, "Alice, go to that land and take seisin thereof." Alice, immediately thereupon, borrowed from a neighbour a plough; which neighbour went and ploughed the land in Alice's name; and from that time to this Alice has neither ploughed nor sown it nor taken any other profit from it; but she immediately afterwards left the country. And, then, Alice's father entered and enfeoffed his daughter Isabel who is now tenant.—CAVE. Was N. the feoffor in that vill where the land lay, and so near the land that he could see the land or point it out with his finger? and if he did so or not, then tell us: or if the land was so near the court, that he could see the land or point it out with his finger when he said in court "Alice, go to that land "and take seisin."—THE ASSISE. No sir; he was a league distant.—The Judgment is pending.

Novel Disseisin.

§ A. brought the Novel Disseisin against B.—B. came and said that he had not committed any tort, and that he did not claim anything in these tenements; and that he (A.) was seised, if he chose to be: but he said that A. held of him the tenement, whereof he complains &c., by such and such service; and that he (A.) desired to enfeoff one D. of the same tenement to be holden of A., and to have created a Mesne contrary to the Statute; and that B., as soon as he perceived this, and without any interval, on D. putting in his plough, disturbed him and ousted him.—THE ASSISE said the same.—CAVE. Did he not enter as in his demesne, appropriating to himself the freehold;

§ Alice de Buldewas porta la novele disseysine ver N. sun pere e Isabele sa seer, ke vyndrent e diseyent ke Alice ne fut unkes seysy issy &c. — LE ASSISE vynt, e dyt ke N. pere Alice fit une bone chartre a Alice, e vynt a la Court le seygnur, e cele chartre la livera devaunt bone gent, e dyt issy,—Alice, alet a cele tere, si pernet la seysine. Alice tantout apres apromta de sun veysyn une carue, le queu veysyn en le noun Alice ala e arra sur cele tere, e puys apres cel tens puys en sa Alice ne arra ne sema, ne autre enplez enpryt, mes tantout apres ala hors de pays; e puys le pere Alice entra, e enfeffa Isabele sa file ke ore est tenaunte.—CAVE. Fut N. le feffour en cele vile ou la tere just sy pres la tere ke yl pout la tere veer ou assingner de sun dey? e sy yl fyt issynt ou noun dites nous cel; ou si la tere fut si pres la court ke yl pout la tere ver ou assingner de sun dey, kaunt yl dyt en la Court issy,—Alice alet a cele tere e pernet la seysine.—LE ASSISE. Sire, nanyl: eyns fut de ileke a une luye de veye.—Judicium pendet. A.D. 1292. Novele Disseysine.

§ A. porta la novele disseysine ver B. — B. vint e dyt ke yl naveyt fet nuyl tort, ne rens ne clama en ces tenements, e ke yl fut seysy sy yl vousit; mes yl dyt ke A. tynt de ly le tenement, dunt yl se pleynt &c., pur teu service; e yl voleyt aver feffe un D. de meyme le tenement de aver tenu de A., e aver fet un meen encountre statut;[1] e B. si tout cum yl fut apersu, entre chapel e teste, kaunt D. voleyt aver mys sa carue, luy desturba e luy ousta. Et ita dixit assisa.—CAVE. Entra yl poynt cum en sun demene, en appropriaunt a ly le franc Novele Disseysine.

[1] Quia emptores. 18 Ed. I.

A.D. 1292. or did he not prevent A., his tenant, from entering? —THE ASSISE. No.—Therefore he took nothing &c.; and he will be amerced.

Entry. Cui in vita.

§ Cecily brought the Cui in vita against B.—B. came into the Bench, and put forward a charter shewing that his wife was joint-feoffee with him, and she was not named in the writ; and he prayed judgment. So the writ was quashed in the Bench: and then she brought another writ in the Bench against the husband and wife jointly; and this was after the summons of the Eyre; in consequence whereof they were adjourned to the Eyre: and before they came, the husband died: then she came into Court and said that she did not claim anything in this tenement except by reason of the nonage of one Walter her son, and that he was not named in the writ; and she prayed judgment &c. And she put forward a charter shewing that the land was given solely to B. her husband and his heirs, to hold in socage &c. (Note that she could have abated the writ, if she had pleased, by reason of the death of her husband.)—*Cecily.* She can not get to that; for heretofore her husband came into the Bench and abated our writ; and he gave us a good writ. Judgment if she can now abate this writ.—It was quashed.

Mordancester.

§ A brought the Mordancester against B., on the death of his father, for tenements in C.; and he prayed the assise.—*B.* There ought not to be an assise: for see here your father's charter, by which he enfeoffed us and put us in good seisin. Judgment if there ought to be an assise.—*A.* I admit perfectly that the charter is the deed of my father; but I tell you that he gave you the tenements by that charter upon these terms, viz., that you should hold it for one month, and that at the end of the month you should espouse his daughter Emma; and that if you did not, the land

tenement: ou desturba yl poynt A. sun tenant de entrer?—Le Assise. Nanyl.—Ideo nil cepit &c. Et amercietur. A.D. 1292.

§ Cecile porta le cui in vita ver B.—B. vynt en Banc, e bota avaunt une chartre ke sa femme fut joynt feffe od ly, e nent nome en le bref, e demanda Jugement. Ideo cassatur breve in Banco: e puys ele sussita autre bref en banc sur le barun e sa femme joynt, e puys la somonce del heyre, par unt yl furent ajorniez en heyre; e avant ke yl vyndrent, le barun fut mort: e la vynt ele en court, e dyt ke ele ne clama rens en ceo tenement si noun par le nounage un Water sun fyz, e nent nome en le bref, Jugement &c. E myt avaunt une chartre ke la tere fut done a B. sun barun soulement e a ses heyrs, a tenyr en socage &c. (Nota ke ele pout aver abatu le bref, si ele vousyt, par le mort le barun.)—*Cecile.* A ceo ne pet ele avener; ke autre fez vynt sun barun en banc e abatyt nostre bref; si nous dona bon bref. Jugement si ele puyce ore ceo bref abatre.—Cassatum fuit. Entre. Cui in vita.

§ A. porta le mordancestre ver B., de la mort sun pere, des tenements en C., e pria le assise.—*B.* Assise ne deyt estre; ke veet issi la chartre vostre pere, par la quele yl nous feffa e myt en bone seysine. Jugement si assise deyve estre.—*A.* Jeo conu ben la chartre estre le fet mun pere; mes jeo vous dy ke yl vous dona les tenements par la chartre en cete fourme, ke vous le tendriez un meys, e a la fyn du meys vous esposeryet une Eme sa file; e si vous ne feyset, la Mort de auncestre.

A.D. 1292. should revert to him and his heirs. Now, he died within the month, and at the end of the month you would not marry his daughter: therefore we pray judgment if there ought not to be an assise.—*B.* You have admitted the charter, which is simple and unconditional. Judgment if there ought to be an assise.—*A.* Whatever the words of the charter may be, such was the covenant between my father and his friends and your friends; ready &c.—*B.* The reverse.—Therefore to the country.—THE JURORS said that such was the contract, even as A. said; and that his father died within the month.—They were asked if he died seised in his demesne as of fee.—THE JURORS. We pray your assistance.—THE JUSTICE. And inasmuch as it is found that the estate of B. was conditional, which condition was not specifically performed, by reason of the default of B., and therefore his seisin was null;—and so it seems to us that the estate which his father had previously to the contract remained in his person by reason of the non-fulfilment of the condition; and of that estate he died seised; for his estate could not leave his person, until the condition was fulfilled;—this Court adjudges that Adam do recover his seisin and his damages; and that B. be in mercy.

§ If a woman bring a writ of Dower against a stranger and not against the heir, and the stranger tenant vouch another stranger, who warrants gratis, the woman in this case shall recover her third against the tenant and not against the warrantor; and the tenant shall recover against his warrantor. Here is the reason.—CAVE. The heir of her husband is not vouched; but a stranger is vouched: and John de Lodelawe holds the tenements which belonged to her husband; and the third part ought always to return to the other two parts; therefore this Court adjudges that she do recover the third part of the tenements

tere demorreyt arere od ly e od ses heyrs: dunt yl morut deyns cel meys, e vous a la fyn de le meys sa file ne vodryet esposer; par quey demandoms jugement si assise ne deyve estre.—*B.* Vous avet conu la chartre, ke est simple ove sey e sanz condicioun. Jugement si assise deyve estre.—*A.* Coment ke la chartre parle, ke cel fut le covenaunt entre mun pere e ses amys e vos amys; prest &c.—*B.* Contra.—Ideo ad patriam. —JURATI dient ke tel fut le contract si cum A. dit; e ke sun pere morut dens le meys.—Requisiti si yl morut en sun demene cum de fee.—JURATI. Nous priun vos eydes.—JUSTICE. E pur ceo ke trove est ke le estat B. fut condicionel, la quele condicioun ne se parfournye pas en sa nature par la defaute B., par quey sa seysine fut cum nule; dunt yl nous semble ke le estat ke sun pere ut devaunt le contract demora en sa persone, par la vertue de la condicioun nent parfournye, e de cel estat morut seysy; kar sun estat hors de sa persone ne pout voyder, si la ke la condicioun se fut parfournye; si agarde &c. ke Adam rekevere sa seysine e ces dammages, e B. in misericordia. A.D. 1292.

§ Si une femme porte bref de dowere ver un estraunge e nent ver le heyr, e le estraunge tenant vouche un autre estraunge, ke garrante de gre, la femme en ceo cas rekevera sun terce ver le tenant e nent ver le garrant; e le tenant rekevera ver sun garrant. Ratio est ista.—CAVE. Le heyr sun barun neyt pas vouche, mes est un estraunge; e Jon de Lodelawe tent le tenements ke furent a sun barun; e la terce partye deyt tote voys retorner a le deus partyes; par quey agarde ceste court ke ele rekevere la terce partye de le tenements ke furent a sun barun

A.D. 1292. which belonged to her husband and which John de Lodelawe holds; and that John do recover in value of the tenements of Laurence de Lodelawe.

Novel Disseisin.

§ Isabel brought the Novel Disseisin against Martin de Hereford, chaplain, and against several others for a tenement in Shrewsbury.—*Louther.* There ought not to be an assise; for she herself heretofore brought the Novel Disseisin before Reginald de Leye and Walter de Hoptone, Justices assigned, which plea is still pending. Judgment if, pending this plea in the King's Court, she ought to be answered.—*Huntindone.* What was done by that assise? You must say that the assise passed, and you must say what was done.—*Louther.* The assise passed; and the matter still awaits judgment. —*Huntindone.* At that time Hoptone was no longer a Justice assigned; therefore, Sir Reginald could not go to judgment without his companion; for their power was confined to them jointly, so that one could not do anything without the other, unless by a new warrant. Afterwards, Sybil[1] brought a writ directing Sir Reginald to cause the Record and the process to come before Sir Ralph de Hingham; and the Record and not the Original came before Sir Ralph; consequently he could not do anything or go to judgment: so we pray judgment if the plea be not dead.—*Louther.* Sir Ralph sent back the process to Sir Reginald, directing that he should associate to himself &c. and that they should go to judgment, so that he might prosecute his plea. Judgment if the plea expired before judgment given.—BEREFORD. By what warrant did Sir Ralph send word to Roger that he should associate &c., and that they should go to judgment? Without the King's writ he could not do it: and if you vouch the Record of the Roll or the King's writ, and you should fail of

[1] Here and afterwards the demandaut is called Sybil.

ke Jon tint de Lodelawe, e Jon a la value de tene- A.D. 1292.
ments Lauerence de Lodelowe.

§ Isabele porta la novele disseysine ver Martyn de Hereford chapeleyn e plusours autres de tenement en Salouburie.—*Lowyere.* Assise ne deyt estre; ke ele meymes eyns ces oures porta la novele disseysine devaunt Reynald de Leye[1] e Walter de Hoptone, Justices assingnes, le queu play pent uncore. Jugement si, pendaunt ceu play en la court le Roy, deyve estre respondu.—*Huntindone.* Quey fut fet par cel assise? ke yl vous covent dire ke la reconisance passa, e quey fut fet.—*Lowyere.* Le assise passa, e pent en jugement uncore.—*Huntindone.* E adunke ne fut Hoptone nent pluys Justice assingne; par unt, Sire Reynald ne pout aler a jugement sauns sun compaynoun; ke lur power fut limite a eus deus joynt; issynt ke le un ne pout rens fere sanz lautre, si ceo ne fut par novele garrant: pus Sibile porta bref ke Sire Reynald feyt venyr le Record e le proces devaunt Sire Rauf de Hingham; e le Record vynt devaunt Sire Rauf, e noun pas le original; par unt yl ne pout rens fere, ne a jugement aler; par quey demandom Jugement si le play ne seyt amorty.—*Lowyere.* Sire Rauf remaunda le proces a Sire Reynald, ke yl asociat a luy &c. e alasent a jugement, issi ke yl pout sure avaunt sun play. Jugement sy &c.—BEREWYKE.[2] Si sun play seyt amorti devaunt jugement[3] rendu.—BEREFORD. Par queu garrant remanda Sire Rauf ke Roger associat &c., e ke eus alasent a jugement? ke sauns bref le Roy ne le pout yl fere; e si vous vouchet Record de Roule ou bref le Roy, e vous faylet de vostre voucher,

Novele Disseysine.

[1] His name was Roger de la Leye.

[2] This name of the Justice seems to have been inserted here in error.

[3] MS. Justice.

A.D. 1292. your voucher, you know well the peril that awaits you by Statute.—*Louther.* We answer and say that Martin has committed no tort; for he entered by the devise of one William Silke. And we tell you that by the custom of the town every one in his last illness can devise tenements of his own purchase; now these tenements were of William's own purchase, and he devised them according to the custom of the town; ready &c. —*Huntindone.* Sir, whereas he says that it was of William's own purchase, and that therefore according to the custom of the town he could devise them, he asserts what he wishes: for Hugh the father of William held these tenements by the law of England, they being the heritage of his son William; and William purchased the freehold from Hugh the father, and nothing more; for the fee and the right reposed &c.: consequently these tenements were not of his own purchase; therefore by that devise he can not cover his tort. And even if there had been a devise, Sybil tells you that such devise was made contrary to the Statute; for the devise was made in mortmain, to chaunt for him and his heirs for ever; so, on account of that devise made contrary to the Statute, she entered and held for a month until Martin and the others tortiously &c. And since she entered in prejudice to no one, and held for so long time, we pray judgment if he can say that he entered by a devise, and that Sybil had not a freehold.—BEREWYKE. You do not find by the Statute that, for an alienation made contrary to the Statute, the heir can enter. And on the other hand, your two reasons clash: for one is that he could not devise; and the other is that you entered on account of the devise contrary to the Statute; so that by that devise he had no estate except by disseisin.—*Huntindone.* This is a plea of assise; therefore I can have both.—And afterwards, he held to the first reason, viz. that it was the heritage of William, and that consequently he could not devise

vous savet ben le peryl ke apent par statut.—*Lowyere.* A.D. 1292.
Nous responum e dium ke Martyn nad fet nuyl tord; ke yl entra par le devyz un Willem Silke: e vous dium ke par usage de la vile checun home pet deviser en sun mal moriaunt sun purchas; dunt ces tenements furent le purchas Willem, e yl les devisa solom les usages de la vile; prest &c.—*Huntindone.* Sire, la ou yl dyt ke ceo fut le purchas Willem, e pur ce solom les usages de la vile yl les pount deviser, yl dyt sun talent; ke Huue pere Willem tynt ces tenements de le heritage Willem sun fyz par la ley de Engletere; e Willem purchasa le franc tenement de Huue le pere sauns pluys; ke le fee e le dreyt reposa &c.; par unt ces tenements ne furent pas sun purchas; par quey par cel devyz ne pet yl sun tort coveryr. E tut fut devyz fet, Sibile vous dyt ke ceu devyz fu fet encontre statut;[1] ke ceu devys fu fet a morte meyn a chaunter pur ly e pur ces heyrs a tou jours; dunt pur cel devyz fet encontre statut ele entra, e tynt un mes si la ke Martyn e les autres atort &c.: e de puys ke ele entra en nuly prejudice, e tynt taunt de tens, Jugement si yl puyse dire ke yl entra par devyz, e ke Sibile naveyt poynt franc tenement.—Berewyke. Vous ne avet mye par statut ke pur alienacioun fet contre statut ke le heyr puyse entrer. E de autre part, vos deus resones contrarient; ke la une veut ke yl la ne pout pas deviser; le autre veut ke vous entrates pur le devyz fet encountre statut; issy ke par cel devyz unkes estat ne aveyt si noun par disseysine.—*Huntindone.* Ceo est play de assise, par quey jeo averoy le un e lautre.—E puys se tynt a la primere resone, ke ceo fut le heritage Willem, par unt yl ne pout deviser &c.—*Lowyere.*

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[1] 7 Ed. I. st. 2.

A.D. 1292. &c.—*Louther.* It was William's purchase; ready &c.; and he devised it to us for life.—*Huntindone.* Let the admission be entered; and let the Assise come.—THE ASSISE came, and said that part of the tenements were in his seisin by the law of England, and that William had purchased his father's estate therein.—BEREWIKE. For that he could not purchase his own heritage so that it could be styled his own purchase; and he devised the tenements; and the custom of the town does not permit a man to devise his heritage; therefore this Court adjudges that Sybil do recover her seisin of the tenements which are not devisable. Now, what say you as to the remainder?—THE ASSISE said that the remainder of the tenements were of his own purchase from several persons in the town, and that in his last illness he devised them to Martin for the term of his life: and that the testament was proved at the Guildhall according to the custom of the town: and that the executors were commanded to deliver seisin to Martin, and that, according to the custom, he had the seisin &c.—BEREWYKE. Since it is found that he entered on the tenements according to the custom &c.,—although you were seised for four weeks, yet that ought not to give you a title,—this Court adjudges that you do take nothing by your writ &c. After Martin's death be well advised.

Novel Disseisin.

§. John brought the Novel Disseisin against B.—*B.* said that John was not ever so seised that &c. Therefore let the Assise be taken.—THE ASSISE came, and said that B. had leased these tenements to one Thomas for the term of twelve years; and that Thomas died within the term; and that his wife entered and held for a quarter of a year, and then enfeoffed her son John, who was seised for another quarter of a year.—BEREFORD. Was B. on the land when the feoffment was made, or at any time afterwards before he ejected him (John)?—THE ASSISE. When the feoffment was made, B. was out

Ke ceo fut le purchas Willem; prest &c.; e yl nous devisa a terme de vie.—*Huntindone.* Sa reconisaunce seyt entre; e veyne le assise.—LE ASSISE vynt, e dyt ke partye de tenements furent en sa seysine par la ley de Engletere, e Willem purchasa le estat ke sun pere aveyt.—BEREWIKE. Pur ceo ke yl ne pet purchaser sun heritage demeyne, issy ke ceo seyt dyt sun purchas; e yl les devisa; e usage de la vile ne sefre pas ke home puyse deviser sun heritage, si agarde cete Court ke Sibile rekevere sa seysine de tenements ke ne sount pas devisables. Ore, quey dite vous del el?—LE ASSISE dyt ke le el de tenement si fut sun purchas de deverse gens en la vile, e ke en sun mal moriaunt les devisa a Martyn a terme de sa vie. Le testament fut prove en Gildhalle solom les husages de la vile: comande fut as exequitours ke eus liverasent a Martyn la seysine; issynt ke solom usage aveyt yl la seysine &c.—BEREWIKE. Puys ke trove est ke yl aveyt entre en le tenements solom les usages &c., tut uset vous este seysy .iiij. semeynes, ceo vous ne serreyt pas title, si agarde &c. ke vous ne pernet ren par vostre bref &c.: e seet sages apres la mort Martyn. A.D. 1292.

§ Jehan porta la novele disseysine ver B.—*B.* dyt ke Jon ne fut unkes seysy issi &c.: ideo capiatur Assisa.—LE ASSISE vynt, e dyt ke B. aveyt lesse a un Thomas ces tenements a terme de .xii. ans; deyns le terme Thomas morut; sa femme entra e tynt un quarter del an, e apres ceo enfeffa Jon sun fyz, ke fut seysy un autre quarter del an.—BEREFORD. Fut B. en la terre kaunt le feffement fut fet, ou unkes puys avaunt ke yl le enjetta?—LE ASSISE. Kaunt le[1] feffement fu fet B. Novele disseysine.

[1] MS. Le.

A.D. 1292. of the county; but he afterwards often came into the town for his pleasure, without challenging anything.—BEREFORD. Of a surety, by his own sufferance there accrued a freehold to the feoffee.—*Spigornel.* Sir, we pray your record that the feoffment was made during Thomas's term.—BEREFORD. I make no account of that. This Court adjudges that John do recover his seisin such as he had &c.—(*Spigornel* said, during this examination [of the Assise] that if a termor alien in fee, yet even if the feoffee continue his estate for half a year, he to whom the reversion belongs can after the term legally eject him. But I think that this is not universally true; as appears by the ensuing argument.)—*Howard.* If he to whom the reversion expectant on the term belongs be out of the country when the feoffment is made, he can, on his return, eject him [the feoffee] after the expiration of the term, in order not to allow him who is enfeoffed by the termor to continue his estate: but otherwise, viz. if he be in the country and have notice of the affair, he can not. And this I will prove to you: for, by the charter, the claim to warranty is saved to the feoffee against the termor who enfeoffed him: but if he can be ejected, he would lose his warranty; and that would be a hardship.

Novel Disseisin. § An Abbat brought the Novel Disseisin of rent against his tenant, because his tenant had enclosed the tenement with a hedge.—THE ASSISE said that the tenement was enclosed, but that there was a large gate so that a cart might enter, which was sometimes fastened with a lock; but that the Abbat was never prevented from going in at the gate whenever he pleased, especially when people were at work inside. —And so he took nothing by his assise &c.

Ael. § One Roger de Montgomery brought a writ of Ael against Simon de C.; and counted of the seisin of

fut hors de pays; mes puys vynt sovent par hees en la vile sanz ren chalanger.—BEREFORD. Certes par sa suffraunce demeyne si acrut franc tenement a le feffe. —*Spigurnel.* Sire, nous prium vos recors ke le feffement fut fet duraunt le terme Thomas.—BEREFORD. Jeo ne fas force; si agarde cete court ke Jon rekevere sa seysine tele quele yl aveyt &c.—*Spigurnel* dyt, en cest examinacioun, ke si termer[1] aliene en fee, ja eyt le feffe continue sun estat par demy an, ke cely a ky la reverciou apent apres le terme le pet enjettre par ley: quod non credo verum generaliter; ut patet per rationem subsequentem.—HOWARD. Si cely a ky la reverciou apent apres le terme seyt hors de pays kaunt le feffement fut fet, yl le pet enjettre apres le terme a sun revenyr, par quey ke yl ne sefre mye ke le feffe par le termer continue sun estat; mes autrement nent, sy yl seyt en pays, e sache de la chose: e ce vous profrey; ke par la chartre si est garrantye sauve a le feffe ver termer ke le feffa; mes sy yl pout estre enjette, si perdreyt yl sa garrantye; e ceo serreyt duresse. A.D. 1292.

§ Un Abbe porta la novele disseysine de rente ver sun tenant, pur ceo ke sun tenant aveyt enclos le tenement de haye.—LE ASSISE dyt ke le tenement fut enclos, mes il y ad une large porte ke une charette purra entrer, e ferme a la feez de serrure; mes le Abbe ne fut unkes devee la porte ke yl ne pout entrer a sa volunte, e nomement kaunt gens furent overauns leyns.—Et ideo nihil cepit par assisam suam &c. Novele disseysine.

§ Un Roger de Mungomeri porta bref de Ael ver Simond de C.; e conta de la seysine Johane dessen- Ael.

[1] MS. fermer.

A.D. 1292. Joan, descending from Joan to Isabel as daughter and heir, and from Isabel to Roger as son and heir.—*Spigornel,* after view of the land, said—Whereas Roger demands [of the seisin] of Joan descending to him, Sir, we tell you that this same Joan has a son named Richard, who is still alive ; and he is a male. Judgment if to you, while Richard is alive, anything can descend &c. And again, we tell you that he was born and begotten in wedlock ten years after the birth of Isabel.—*Howard.* Roger is an infant under age ; and he is willing to aver the points of his writ, viz. that he is next heir &c.—*Louther.* To this averment you ought not to be received ; for we tell you that Richard is the son of Joan ; therefore it is necessary that you should answer to this, which is in the Right. But he (R.) will aver that he is next heir &c.—*Louther.* Simon does not claim anything in this tenement except for the term of his life, of the heritage of Richard, without whom &c. ; and by this Fine ; and he prays aid of him.—*Howard.* You ought not to have aid of him : for by law I should just as much be helped to oust you from your aid as from a voucher to warranty : but from a voucher to warranty I should oust you, because I am ready &c. that neither he whom you vouch nor any of his ancestors was ever so seised that &c. or that you yourself were the first who abated after the death of him of whose &c. : and we are ready &c. that you were the first who entered after the death &c. : therefore you ought not to have aid on the ground of your Fine. And if you say that you hold the land by the law of England, by lease from Richard, that is a traverse to our writ, implying that we were not next heir. And therefore neither in one case nor the other ought you to have aid.—Thereupon, they were adjourned from the Eyre of Hereford to Shrewsbury. And at Shrewsbury, Richard came and prayed to be received to defend his right : and he said that Simon had

dant de Johane a Isabele cum a file e heyr, de Isa- A.D. 1292.
bele a Roger cum a fyz e heyr.—*Spigurnel* (apres veuue de tere). La ou Roger demande [de la seysine] Jone dessendant a ly, Sire, nous vous dium ke meyme cele Jone ad un fyz, Ricard par noun, ke est uncore en pleyne vie, e madle. Jugement si a vous vivaunt Ricard ren puyse descendre &c.: e uncore vous dium ke yl fut nee e engendre de deyns esposayles .x. ans apres la neytre Isabele.—*Howard.* Roger est enfaunt de dens age; e veut averer le poyns de sun bref, ke yl est pluys procheyn heyr &c. —*Lowyere.* A set averement ne devet estre ressu; ke nous vous dium ke Ricard si est fyz Johane; par quey il covent a ce respundre, ke est en le dreyt; mes yl veut averer ke yl est pluys procheyn heyr &c. —*Lowyere.* Simond ne cleyme ren en ceo tenement si noun a terme de sa vye, del heritage Ricard, sanz ky &c.; e par cete fyn; e prye eyde de luy.—*Howard.* Eyde de luy ne devet aver; ke jeo serroy a taunt avaunt eyde par ley de vous boter de voster eyde, cum de un garrant voucher; mes de garant voucher vous osterey, par ceo ke jeo suy prest &c. ke cely ky vous vouchet ne nuyl de ces auncestres unkes ne fut seysy issy &c., ou ke vous meymes futes le primer ke se abaty apres la mort cely de ky &c.; e nous sumes prest &c. ke vous futes le primer ke entra apres la mort &c.; par quey eyde ne devet aver par force de vostre fyn: e sy vous dites ke vous tenet la tere par la ley de Engletere de le les Ricard, ceo est travers a nostre bref ke nous ne fumes nent pluys procheyn heyr: e pur ceo ne en le un cas ne en lautre eyde ne devet aver.—Sur ceo furent ajornee del heyre de Hereford a Saloburie. A Saloburie vynt Ricard, e pria de estre ressu a defendre sun dreyt; e dyt ke

A.D. 1292. claimed an estate by virtue of a Fine; and he said that he (Richard) did not claim anything by virtue of the Fine, but that the fee and the right were his; and he prayed to be received to defend his right.—*Howard.* To be received in what capacity? — *Spigornel.* As privy: for we shew title enough in us to be received, inasmuch as we say that Joan, of whose seisin you demand, died seised; and that we are the said Joan's son born and begotten in wedlock; and thus we claim the reversion, and ought to be received.—CAVE. We adjudge that he be received, because he makes himself thus privy.—*Spigornel.* Howard, count against us. —*Howard.* You are not received by virtue of aid-prayer, or voucher to warranty; and we have counted against the tenant in demesne; therefore, answer if you will.—*Louther.* Whereas you demand of the seisin [of Joan] descending to Isabel, and from Isabel to you, we tell you that we are son and heir, and were born and begotten in wedlock; and that the reversion belongs to us; and we claim by the same descent. Judgment of the writ.—*Howard.* He who wishes to claim by the same descent must be in possession as son and heir; for the being in possession is the cause of the claim: and inasmuch as you are not in possession, we pray judgment if you can [thus] claim. And on the other hand, he who comes in collaterally, as by a lease, and not by summons or voucher to warranty, or other process of plea, ought not to be received to abate a writ, but only to give an answer in chief. Judgment. — *Louther.* To your first reason I answer and say that where we are received by virtue of the Statute we ought not to be in a worse condition than if we had come into court by process of plea, or by voucher to warranty, or by aid-prayer: but if we had been vouched or prayed in aid, we should have had the benefit of our claim; so in the present case. And as to your statement that it is necessary

Simond aveyt clame estat par une fyn; e dyt ke yl ne clame ren par le fyn, mes yl [dyt] ke le fee e le dreyt si fut le seen, e pria de estre ressu a defendre sun dreyt.—*Howard.* Coment ressu?—*Spigurnel.* Cum prive: ke nous mostrum asez title pur nous de estre ressu, entaunt ke nous diums ke Johane, de ky seysine vous demandet, morut seysie; e ke nous sumes fys meyme cele Jone, nee e engendre deyns les esposayles; e issynt clamum la revercioun, e devum estre ressu.—CAVE. Nous agardum ke yl seyt ressu, pur ceo ke yl se fet si prive.—*Spigurnel.* Howard, countet ver nous.—*Howard.* Vous nestes pas ressu par eyde prier, ne par garrant voucher; e nous avum counte ver le tenant en demene; e pur ceo responet[1] si vous volet.—*Lowyere.* Par la ou vous demandet de la seysine [Johane] dessendant a Isabele, de Isabele a vous, nous vous diums ke nous sumes fyz e heyr, e nee e engendre de deyns les esposayles; e la revercioun a nous apent; e clamum par meyme la descente. Jugement du bref.—*Howard.* Cely ke veut clamer par meyme la descente, yl covent ke yl seyt eyns cum fyz e heyr; ke estre eyns est la cause de le clamer; e desicum vous ne estes nent eyns, demandom jugement si clamer poet. E de autre part, cely ke vent de encoste, cum de un les, e nent par somons ne par garrant voucher ne par proces de play, ne deyt estre ressu pur bref abatre, fors ke a doner chef respounce; mes clamer par &c. est abatement du bref. Jugement. —*Lowyere.* Jeo vous respoyn a la primere resone, e vous dy, ke de pire condicioun ne devum estre la ou nous sumes ressu par force de estatut,[2] ke si nous fusums venu en court par proces de play, ou par garrant voucher, ou par eyde prier; mes si nous fusoms vouche ou en eyde prie, si averiom nous benefyz de clamer; ausi par de sa. E a ceo vous dites ke yl

A.D. 1292.

[1] MS. responum.

[2] 13 Ed. I. Westm. 2, c. 3.

A.D. 1292. that he should be in possession before he can be aided by an exception, I say that it is not necessary that we should be tenants de facto as of freehold; but it is sufficient that we be tenants as of fee and of right: and that suffices for the reversion. And as to your statement that he [who] comes in collaterally must give an answer in chief &c., we tell you that to claim &c. is sufficiently an answer in chief in this writ, because it debars one from every possessory writ: consequently &c.—BEREWYKE. If Richard were joined with Simon by process of plea at the suit of Simon, he would be entitled to that exception: and inasmuch as it is no fault of Richard, it seems that Richard may employ that exception, and ought not to suffer for the fault of Simon.—*Howard.* I prove to you that Richard can not employ that exception; for Simon, when by the Fine he enclosed the right in Richard's person did so in his own person as well; and afterwards when Richard came into court he disclaimed having any estate by the Fine; then, by that disclaimer, the fee and the right, which he supposed to be in his person by the Fine, was extinct: and inasmuch as the fee and the right cannot perish, and in Richard's person can not by reason of the disclaimer remain, then it must needs return to the freeholder, namely to Simon. And inasmuch as no one can use that exception unless he have the fee and the right, and as by reason of his disclaimer he is ousted from the fee and the right, judgment if he can use the exception of claiming by &c.—(BEREWYKE. He was received by judgment, as he in whom the fee and the right repose, and as son and heir of Joan, and born and begotten &c.; and this is the reason why he was received: and it lies on you to prove that he ought not to answer by that exception, which is in the Right.) And on the other hand, he has come collaterally and not in the ordinary way; therefore we think that he can not have an exception, but only an answer: for an excep-

covent ke yl seyt eyns devaunt ke yl puyse de ex- A.D. 1292.
cepcioun estre eyde, yl ne covent pas ke nous seoms tenauns de fet, cum de franc tenement; eyns suffyt ke nous seoums tenant cum de fee e de dreyt; e ceo suffit pur la revercioun. E a ceo ke vous dites ke cely [ke] vent de encoste covent doner chef respounce &c., vous dium ke clamer &c. si est aset chef respounce a cety bref, ke yl [debote] houme de chescun bref de possessioun: par unt &c.—BEREWYKE. Si Ricard fut joynt a Simond par proces de play a la suyte Simond, si avereyt yl cel excepcioun; e desy com yl ne peche ren en Ricard, yl semble ke Ricard deyt user cel excepcioun, e nent acomprer la coupe Simond.—*Howard.* Jeo vous prefs ke Ricard ne pet cel excepcioun user; ke Simond kaunt yl enferma le dreyt en la persone Ricard par la fyn, e en sa persone demeyne, e puys, kaunt Ricard vynt en court, yl declama aver estat par la fyn: dunke par cel declamer le fee e le dreyt, ke supposa en sa persone par la fyn, fut esteynt; e de si cum le fee e le dreyt ne pet peryr, e en la persone Ricard ne pet demorer pur le declamer, dunke covent ke yl retourne a le franc tenant, saver a Simond: e de sy cum nuyl ne pet user cel excepcioun sy yl neyt fee e dreyt, e pur sun declamer yl est oste de le fee e le dreyt, jugement si cel excepcioun puyse user de clamer par &c.—BEREWYKE[1] Yl est ressu par agard cum cely en ky le fee e le dreyt repose, e cum fyz e heyr Johane, e nee e engendre &c.; e ceo est la cause pur quey yl fut ressu; e vous apent approver ke yl ne deyt de cel excepcioun respoundre ke est en le dreyt. E de autre part, yl est venu de encoste, e nent par veye ordinere; par quey nous entendum ke yl ne pet aver excepcioun, fors taunsoule-

[1] This sentence, if rightly given to Berewyke, should perhaps be in brackets; so as to make Howard's speech continue with the words "E "de autre part &c."

A.D. 1292. tion is one thing, and an answer is another thing; an exception goes to oust us from this writ; and an answer is to answer in chief according to the points and nature of the writ.—BEREWIKE. We adjudge that he can employ that exception. Answer; because we take his statement for granted. And whereas you say that this is an exception, we tell you that in this writ it is an answer; for thereby the demandant is debarred from every possessory writ.—*Howard.* How can an infant under age answer so high up in the Right?—BEREWIKE. Thereby you wish to say that an infant under age can be a demandant at his pleasure, and that no exception can bar him. And we think that he can be barred by an exception: and so he can. Howard, have you anything else to say?—*Howard.* So help me God, we pray judgment, for the reasons aforesaid.—(The judgment was considered a strong one to be given in the case.)—BEREFORD. Since you will not answer to the averment which they offer to you, viz. that he is son and heir of Joan, and born and begotten in wedlock, we take it for granted: and this Court adjudges &c. nothing by your writ, and be &c.

Mordancester.

§ Adam brought the Mordancester against Nicholas Elveryche and Roger his son as joint-tenants. Nicholas and Roger made default; wherefore they were resummoned; and they came into court by the resummons, and said that they did not claim anything nor had they anything in the tenements demanded. But because Roger was under age, the disclaimer as to him could not be received. But he said that of those tenements he did not hold anything, but that his brother Reyner did; (and so he gave a very tenant); and if it be found that they hold &c., then he answers you over that C. the father of B., of whose death &c., held only from year to year at the will of one D.;

ment respounce; ke une chose est excepcioun, e autre est respounse: ke excepcioun si est a ouster nous de cety bref; e response si est a respoundre en chef solom le poyns e la nature du bref.—BEREWIKE. Nous agardum ke yl puyse aver cel excepcioun. Responez; pur ceo ke nous tenum sun dyt a grante. E la ou vous dites ke ceo est excepcioun, nous vous dium ke ceo est un respounce en cety bref; ke par cel est le demandant debote de chescun bref de possessioun.—*Howard.* Coment pet enfaunt de deyns age respoundre si haut en le dreyt?—BEREWIKE. Par taunt volet dire ke enfaunt de deyns age pet demander a sa volunte, e ke nuyl excepcioun luy puse barrer: e nous entendum ke yl pet estre barre par excepcioun; e issy pet yl. Howard, volet autre chose dire?—*Howard.* Si deu mey eyde, nous demandum jugement sur le resones avaunt dites: le jugement fut tenu fort a doner en ceo cas.—BEREFORD. De puys ke vous ne volet respoundre a len verement ke yl vous tendent, ke yl est fyz e heyr Jone, e nee e engendre dens esposayles, nous le tenum agrante: si agarde &c. ren par vostre bref, e seez &c. A.D. 1292.

§ Adam porta le mordancestre ver Nichol Elveryche e Roger sun fyz cum joynt tenaunz. Nichol e Roger firent defaute; par quey eus furent resomons; e vyndrent en court par la resomons, e diseyent ke eus ne clamerent rens en le tenements demandes, ne ren ne aveyent: mes pur ceo ke Roger fut de dens age, le declamer en dreyt de ly ne pout estre ressu; mes yl dyt ke yl ne tent ren de ces tenements, eyns fyt un Reyner sun frere; e issynt dona verrey tenant. E si trove seyt ke eus tenent &c., dunke vous respount yl outre ke C. pere B., de ky mort &c., ne tynt fors de an en an a la volunte un D.; issynt ke C. ne Mort de Auncestre.

A.D. 1292. so that C. did not die seised &c.—*Huntindone.* You are resummoned; whereby you have forfeited every kind of answer, except challenging the Jury of the Assise. And on the other hand, even if they were received to answer, their answer is self-repugnant: for whereas they say that they are not tenants, they thereby wish to put off the assise; and then they answer to one of the points of the writ and thereby wish to allege something which falls under the cognizance of the Assise.—So the Assise was ordered. And it was first charged regarding the tenancy, and then according to the points.—THE ASSISE said that they were not tenants on the day &c.—So he took nothing by his writ.

And note that JOHN DE METINGHAM said judicially that the tenant after resummons could not do anything besides challenge the Jurors.

Covenant. § Fulk de Lucy brought a writ of Covenant against one Richard; and said that one William, the father of Richard, leased to one Nicholas the father of Fulk, so much land &c., in the year of the Incarnation &c. for the time of twenty years thence next ensuing; by which lease he was seised for the space of a year until W., the father of Richard, ousted him, nineteen years before the end of the term. Thereupon came Nicholas, the father of Fulk, to W. and prayed him to hold to his agreement; and he himself after the death of his father came to W. and prayed him &c.; and afterwards to Richard, after the death of his father W. &c.; but he would not hold to it; to his damages &c.—*Howard.* We tell you that never by us or by our father or by our assent was he ousted; and we pray judgment, since we have committed no tort, if against us you can have an action.—*Louther.* What do you answer as to your deed? For this is a covenant; and your answer is an answer to a Quare ejecit infra ter-

morut pas seysy &c. —*Huntindone.* Vous estes reso- A.D. 1292.
mons; par unt vous avet perdu chescun manere de respounce, fors a chalanger le Jure del assise. E de autre part, tut fusent eus ressu a respoundre, lur respounce est repungnant en sey; ke la ou yl dient ke eus ne sount pas tenaunts, entaunt voylent eus ke le assise targat; e puys respondent a poynt de bref, e entaunt voylent alegger chescune chose ke chet en assise; par unt yl agarda le assise. E fut charge primes sur le tenue, e puys solom. Le Assise dyt ke eus ne furent nent tenaunz le jour &c.—Ideo nil cepit per breve.

Et nota ke JON DE METINGHAM dona pur juge- Nota bene.
ment, ke le tenaunt apres la resomons ne pout fors chalanger les jurours.

§ Fouke de Lucy porta bref de covenaunt ver un Covenaunt.
Ricard; e dyt ke un Willem, pere Ricard, lessa a un Nichol, pere Fouke, taunt de tere &c., le An del incarnacioun &c. a terme de .xx. ans procheyns suans; par quel les yl fut seysy un an, si la ke W., pere Ricard [le] hosta . xix. ans devaunt le terme[1] passe: la vynt Nichol, pere Fouke, a W., pere Ricard, e luy pria ke yl luy tensyt covenaunt; e yl meymes apres la mort sun pere vynt a W., e luy pria &c.; e pus a Ricard, apres la mort W. son pere &c.; tenyr ne voleyt a ses dammages &c.—*Howard.* Nous vous dioms, unkes par nous ne par nostre pere ne par nostre volunte ne fut hoste; e demandum jugement, de puys ke nous ne avum fet nuyl tort, si ver nous puyset aver accioun.—*Lowyere.* Quey responet a vostre fet? ke ceo est un covenaunt, e vostre respounce si est respounce de un quare ejecit infra terminum.—*Howard.*

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[1] MS. ane.

A.D. 1292. minum.—*Howard.* I answer to what you state about our father ejecting Nicholas, Fulk's father.—*Louther.* Every word spoken in Court is not to be taken literally; they are only curial words. And on the other hand, we were ejected by your father; for he pledged the tenements to a Jew before &c.—BEREWYKE. Answer whether it is the deed of your father or not: and if the term be unexpired or not.—*Howard.* Sir, we tell you that, by collusion and trickery between Fulk's father and the Jew, the father was ousted; but not by us or by our father or by our act; ready &c.—*Kingesham.* Not by trickery, but by the King's writ were we ousted, and by direction of his father; ready &c.—Therefore &c.

Quare Impedit.

§ Nicholas de Adeleye brought the Quare Impedit against the Prior of the Hospital of St. John of Jerusalem in England; and said that tortiously he disturbed him from presenting to the church of Kynardesley, now void.—*Huntindone.* The Sheriff has badly testified the summons; for this is out of the bounds of the county, and out of the county: and we tell you that that vill does not come here to the Eyre by four; and the Master and we think that your power extends only to pleas of this county.—*Howard.* The King is seised of pleas in his Court of tenements in the same vill, at London, and at the first sittings, and before Justices assigned: and, for the information of the Court, we tell you that the pleas are between such and such persons.—*Huntindone.* That ought not to hurt us, even if it were so; because those matters are between other persons.—BEREWYKE. Then admit it, and afterwards say that it ought not to hurt you because &c. as before.—*Huntindone.* We will not answer to this: because this [vill] is out of the bounds of the county; and this you see well, because the men of the vill do not come before you.—BEREWYKE. Since you do not deny that the King is seised of

Jeo respoyn a vostre dyt a ceo ke vous dites ke nostre pere enjetta Nichol pere Fouke. — *Lowyere.* Chescun parole en court neyt pas a charger ; ke yl ne sount for paroles de la court. E de autre part, par vostre pere sumes enjette ; ke yl engaga le tenements a un Jeu avaunt &c. — BEREWYKE. Responet ; esse le fet vostre pere ou noun? e si le terme seyt arere ou noun. —*Howard.* Sire, nous vous dium ke, par collusion e makement par entre le pere Fouke e le Jeu, si fut le pere ouste ; e noun pas par nous, ne par nostre pere ne par nostre fet ; prest &c. — *Kingesham.* Nent par makement, eyns par bref le Roy sumes oste, e par la charge sun pere ; prest &c.—Ideo &c. A.D. 1292.

§ Nichol de Adeleye porta le quare impedit ver le Prior del Hospital de Seynt Jon de Jerusalem en Engletere ; e dyt ke atort luy desturbe presenter a le esglise de Kynardesleye, ke voyde est.—*Huntindone.* Le viconte ad malement teumonie le somouns ; ke ceo est hors de le boundes de le counte, e hors de counte ; e vous dium ke cele vile ne vent pas issi en heyre par .iiij. ; e le provost e nous ne entendum pas ke vostre[1] pouer se estent fors de plays de ce counte. —*Howard.* Le Roy est seysi de plays en sa court de tenements en meyme la vile a Loundres, e a premer assises, e devaunt Justices assingnes ; e pur aveer la court nous vous dioms entre tels e tels. —*Huntindone.* Ceo ne deyt grever a nous, tut fu ceo issynt ; pur ceo ke ceo fut [entre] autres persones.[2]—BEREWYKE. Grauntet le dunkes, e puys dites le ke a vous ne deyt grever, pur ceo &c. ut prius.— *Huntindone.* Nous ne volom nent a ceo respoundre ; pur ceo ke ceo est hors de boundes de counte, e ceo veet ben, pur ceo ke seus de la vile ne venent nent devaunt vous.—BEREWYKE. De puys ke vous ne dedites nent ke le Roy ne seyt seysy de plays de tene- Quare Impedit.

[1] MS. nostre.

[2] MS. autre parseners.

A.D. 1292. pleas of tenements in the same vill, we take it for granted. And on the other hand, we give credit to the Sheriff, since he testifies it by summons and by attachment. Answer. — *Huntindone* denied tort and force, and the damages to Nicholas of a hundred marks. And (said he) we tell you that the church is full and provided for, of us and the Chapter, and was so before the writ, and is of our own patronage. —*Howard.* What have you to shew that you are patrons? If you have anything, put it forward. — *Huntindone.* There is no need to plead so high up in the Right: this is a possessory writ.—Afterwards *Huntindone* put forward, as evidence for the Court, a charter which witnessed that Howel the Bishop of Tassa had given the advowson to the Prior &c.—*Spigornel.* This deed ought not to bar us; for if it is to be a bar, it is necessary that it should be the deed of ourselves or of one of our ancestors, or of one of those from whom we have taken our title. But now it is the deed of Hugh, the Bishop of Tassa, who is a total stranger to us and to those from whom we have taken our title: wherefore this deed ought not to prejudice us.—*Huntindone.* We have alleged plenarty: and this we will aver, howsoever we ought. And although we have put forward a deed, as evidence for the Court, yet we do not think that in this possessory writ you can plead so high in the Right as to try the right to the advowson; for that would be to plead in this court touching the plenarty, which ought to be pleaded in the Court Christian.—*Ernesby.* The exception of plenarty is not receivable in court, unless one say three things, viz. of whom it is full, from what time, and of whose patronage: so nevertheless that the mere possession be not the cause of the plenarty. For if the Prior were in by Intrusion, he could not thereby say that the church was full; so the patronage is the cause of plenarty, and not the possession: and if the patronage be the cause of the plenarty, then plenarty is the

mens de meyme la vile, nous le tenum a graunte. E A.D. 1292.
de autre part, nous creum le viconte, de puys ke yl le teumoyne par somouns, e par attachement: responet.—*Huntindone* defent tort e force, e le dammage Nichol de .C. mars; e vous dioms ke le esglise si est pleyne e conseyle de nous meymes e de la chapitre, e avaunt le bref, e de nostre avouerie demene.—*Howard.* Quey avet de ceo ke vous estes avouez? e si ren avez, metes le avaunt.—*Huntindone.* Ceo ne est mester de pleder si haut en le dreyt; ke ceo est un bref de possession.—Pus apres, *Huntindone* myt avaunt une chartre ke teumoniat ke Howel le Eveske de Tassa aveyt done cel avoueson a le prior &c., en evidence de la court.—*Spigurnel.* Ceo fet a nous ne deyt estre barre; kar si yl dust estre barre, si covendreyt ke ceo fut nostre fet, ou ascun de nos auncestres, ou ascun de seus de ky nous avoms pris nostre title. Mes ore esse le fet un Huue Eveske de Tassa, ke tut est estraunge a nous e a seus de ky nous avoms pris nostre title; par unt ceo fet a nous ne deyt grever.—*Huntindone.* Nous avom alegge plenerte; e ceo volum averer par la ou nous deveroms: e coment ke nous avum mys avaunt fet en evidence de la court, nous ne entendum pas ke en cety bref de possessioun pusset si haut en le dreyt pleder a detrier le dreyt de la voueson; kar ceo serreyt en cete court pleder la plenerte, ke apent estre plede en la court Christiene.—*Ernesby.* Excepcioun de plenerte neyt pas resevable en court, si hom ne die treis choses, de ky ele est pleyne, e de queu tens, e de ky avouerie; issynt ke la possession ne seyt pas la cause de la plenerte: ke si le prior fut eyns par intrusion, par cel ne pout yl pas dire ke la esglise fut pleyne: dunt le avouerie si est cause de plenerte, e nent la possession: e si le avouerye seyt la cause de

A.D. 1292. effect thereof: but neither the patronage, which is the cause, nor the title to the patronage which he puts forward, can be a bar to us: therefore plenarty, which is the effect, he can not allege against us.—*Howard.* This is our writ of Right; and if we be ousted from this writ, we can not have recovery by another writ; because no one of our ancestors was seised.—*Spigornel.* If the exception of plenarty be averred in a possessory writ, it is peremptory, and gives to the demandant a writ of Right: but a writ of Right we can not have; therefore the exception of plenarty against us he can not have. And inasmuch as he has put forward the deed of the Bishop of Tassa, who is a total stranger to us and to him from whom we take our title, we pray judgment if that deed can be a bar to us, and [pray judgment] of him as undefended, if he will not state in some other way how they are patrons.

Novel Disseisin. § A. brought the Novel Disseisin for his common of pasture appurtenant to his freehold &c. against the Abbat of Buildwas. The Abbat said that he could not answer as to the pasture which he (A.) had put into his view: for [said he] we tell you that one Philip Burnel holds that pasture in common with us, in undivided shares, and receives the third part of the profits, without any owner knowing his several portion; and Philip is not named in the writ. Judgment of the writ.—And it was found so by the country.—So he took nothing by the writ; and so the assise of Novel Disseisin was abated by the exception of the tenant, by reason that the person who held as joint tenant with him pro indiviso was not named in the writ.

Detinue of writing. § Thomas Corbet brought a writ against Aleyn de Glashale, commanding him "that he do restore to the "said Thomas a certain writing obligatory." Aleyn came and said that the writing was delivered to him

plenerte, dunke le effect si est la plenerte: mes le avouerie ke est la cause ne le title del avouerye ke yl met avaunt, a nous ne pount estre barre; ergo la plenerte ke est le effect encountre nous ne pet yl alegger.—*Howard.* Ceo est nostre bref de dreyt; e sy nous seoms oste de cety bref, par autre bref ne poum aver recoveryr; pur ceo ke nuyl de nos auncestres ne fut seysy.—*Spigurnel.* Excepcioun de plenerte avere en bref de possessioun trenche, e doune a le demandaunt bref de dreyt: mes bref de dreyt ne poum nous aver; par unt cel excepcioun de plenerte encountre nous ne pet yl aver: e de si cum yl ad mys avaunt le fet le Eveske de Tasa, ke est tut estraunge a nous, e a cely de ky nous pernum[1] nostre title, demandom jugement si cel fet a nous puyse estre barre, e de ly cum de noun defendu si yl ne voyle autre chose dire coment yl sount avoues. A.D. 1292.

§ A. porta la novele disseysine de sa commune pasture apurtenaunt a sun franc tenement &c. ver le Abbe de Buldewas. Le Abbe dyt ke yl ne pout de la pasture ke yl aveyt mys en sa veuue respoundre; ke nous vous dioms ke un Phelip Burnel tynt cele pasture en commun od nous pro indiviso, e reseyt la terce partye des aprouemens, sauns ceo ke nuyl set sun several, e Phelip nent nome en le bref. Jugement du bref. —Et ita fuit inventum per patriam.—Ideo nil cepit per breve; et sic prosternitur assisa novæ dissesinæ per excepcionem tenentis, pur ceo ke le joynt tenaunt od ly pro indiviso ne fut nent nome in brevi &c. Novele Disseysine.

§ Thomas Corbet porta bref quod reddat eidem T. quoddam scriptum obligatorium, ver Aleyn de Glashale. Aleynt vynt e dyt ke le escryt fut livere a ly e a De scripto detento.

[1] MS. prium.

A.D. 1292. and to one Richard de E. jointly; and that Richard was not named in the writ: judgment of the writ. —And, because Thomas could not deny this, the writ was quashed.

Note that, the writ abated because the Court had not any authority to make Richard come into Court by Judicial Writ.

Taking of beasts.

§ Note; in a case where one complained that his neighbour had tortiously taken his beasts, the Bailiffs of Shrewsbury challenged their franchise, because the taking was made within their franchise: and he put forward their charter. The defendant was willing to answer; and he entered on his answer after the franchise was challenged. And it was adjudged that they should have their franchise, and that the party could not deprive the lord of his court, when he challenged it at once and in time: but if the defendant had once entered on his answer before the franchise had been challenged, they would have lost their franchise for that time.

Note this; in opposition to Lords who deprive Mesnes of their courts by means of an answer by the tenant, although their court be claimed by the Mesnes before the tenant answers.

Note.

Note; in a writ of Quod Permittat for common of pasture, in disseisin, if the son of the father who has committed the disseisin enter after the death of his father, the disseisee or his son shall have the writ thus "That he permit &c. of which A. the father (or "brother) of the said B. disseised such an one father "of the aforesaid C., whose heir he is, since the &c." But if a stranger enter after the death of the disseisor, he shall have a writ of Right; because in that writ there is no point of entry; and he can not bind the stranger in blood by the Quod Permittat; so he must needs bring a writ of Right.

un Ricard de E. en commun, Ricard nent nome en le bref. Jugement du bref.—Et, quia non potuit hoc dedicere, cassabatur breve. A.D. 1292.

Nota, ke le bref se abaty pur ceo ke la court nad nuyl power ne nuyl auctorite de fere Ricard venyr en court par bref de Jugement. Nota.

§ Nota, par la ou un home se pleynt ke sun veysynt atort aveyt pris ces avers, le Baylyf de Saloburie chalanga lur fraunchise, pur ceo ke la prise fut fete deyns lur fraunchise; e bota avaunt lur chartre.—Le defendaunt voleyt respoundre; e entra en respounce apres la fraunchise chalange: e fut agarde ke eus usent lur fraunchise, e ke la partye ne pout tolyr au seygnur sa court, par la ou yl la chalange a oure e a tens: mes si le defendaunt fut une feez entre en respounce avaunt la fraunchise chalange, eus usent a cel fez perdu lur fraunchise. Pris de avers.

Nota hoc contra dominos qui auferunt mediis curias suas per responsionem tenentis, quamvis per medios curia fuerit petita ante responsionem tenentis.

Nota, en bref de quod permittat de commune pasture en disseysine, si le fys le pere ke ad fet disseysine entre apres le mort sun pere, le disseysi ou sun fyz avera le bref "quod permittat &c. de qua A. pater vel "frater prædicti B. disseisivit talem patrem prædicti "C., cujus hæres ipse est, post primam &c." Mes si un estraunge entre apres la mort le disseyseour, yl avera bref de dreyt; pur ceo ke en ceo bref ne gyt poynt de entre, e yl ne pet lier le estraunge en le sang par le quod permittat; par unt yl covent porter bref de dreyt. Nota.

A.D. 1292. § Note that if one make a quitclaim, and thereupon make an acknowledgement in the King's Court, and the acknowledgement be inrolled together with the quitclaim; yet for all this he can say that he was under age at the time of the making of the quitclaim. But if a Fine be levied, he shall never have relief.

Aid from parceners.

Beges de Cnovile, tenant, prayed aid of her parcener, namely of one Alice, to be summoned in the county of Essex where she was tere-tenant.—*Louther.* She ought to be summoned at the land in demand: for, by the tenant, for whose benefit she comes into Court, she will and may be warned.—*Huntindone.* This aid-prayer is equivalent to a voucher to warranty in respect of the tenancy, and countervails a voucher; and if the tenant should lose, she would lose out of her part according to her portion: and to make one lose his freehold if he be not summoned there, to wit at the frank-tenement, would be a great hardship.—BEREFORD. You can not say that she is not parcener; and we can not deny that she ought to be summoned where she has a freehold.—So it was determined that she should be summoned in the county of Essex.

Entry in the "post."

§ John the son of William brought a writ of Entry in the "post" against Richard Earl of Arundel, saying "into which he has not entry except after the lease "which William his ancestor thereof made to John "de Arundel the elder" &c.—*Louther.* We pray the View.—*Kynge.* You had it: and it is testified by the Sheriff.—*Louther.* By the Viewers, in opposition to the Sheriff's testimony, we are ready &c. that we did not have the View.—*Kynge.* We will aver by a good jury that the View was made on your behalf according to law: and if you will not accept it, that is no fault of ours.—BEREWYKE. Accept the averment, or answer over.—*Louther.* Whereas he says

Nota si un houme face une quiteclame, e sur ceo face conisaunce en la Court le Roy, e la reconisaunce seyt enroule ensemblement od la quiteclame, a tut uncore pet yl dire ke yl fut deyns age a la confeccioun de la quiteclame. Mes si fyn seyt leve, yl navera jammes. A.D. 1292.

§ Beges de Cnouvile tenant demanda eyde ces parceners, saver de une Alice ke serreyt somouns en le counte de Essex, la ou ele fut tere tenaunte.—*Lowyere.* Ele deyt estre somouns a la tere ke est en demande; kar par le tenaunt, a ky avauntage ele vent en court, si serra e pet estre garni.—*Huntindone.* Ceo prier eyde vaut ataunt cum un voucher a garrantye en tenaunce, e contre vaut un voucher; e si le tenaunt perdesyt, si perdereyt ele de sa partye solom sa porcioun: e de fere houme perdre sun franc tenement si yl ne fut illekes somouns, saver, ad liberum tenementum, serreyt graunt duresse.—BEREFORD. Vous ne poet dire ke ele ne seyt parcenere; e nous ne poum dedire ke ele ne deyt estre somouns la ou ele ad franc tenement. Ideo consideratum fuit quod summoneretur in comitatu Essexiensi. Auxilium de participibus.

§ Johan le fyz Willem porta bref de Entre en le "post" ver Ricard Counte de Arundel, en le quel yl nad entre si noun pus le les [ke] Willem sun ancestre de ceo enfyt a Jon de Arundel le eyne &c.—*Lowyere.* La veuue.—*Kynge.* Vous le avet; e teumoyne est par vicomte.—*Lowyere.* Par le veours, encountre teumoniaunce de vicomte, prest &c. ke nous ne aviom poynt la vewe.—*Kynge.* Nous volum averer par bon pays ke solom ley la veue vous fut fete; e si vous ne la voliet poynt, ceo ne peche pas en nous.—BEREWYKE. Resevet la verement, ou responet outre.—*Lowyere.* La Entre en le post.

A.D. 1292. that his ancestor leased to John the elder; we tell you that there were John the great-great-grandfather, and John the great-grandfather and John the grandfather, and these tenements were never leased to John the great-great-grandfather; ready &c. Judgment of the writ.—*Kynge.* We demand the tenements of the seisin of our ancestor William who leased these tenements to John your great-grandfather; and at that time there was no John except John the elder, the great-grandfather, to whom the lease was made, and John the younger, the grandfather: therefore our writ is good. —*Howard.* Your writ supposes a lease made in times past to one John the elder: and we traverse the lease in times past to John the elder; and are ready &c.—BEREWYKE. If John the intermediate and John the younger were alive on the day when the writ was purchased the writ would be maintainable; but now they are dead; therefore it seems that the writ is not good because there was another John the elder.—*Spigornel.* If you bring your writ of Entry, and say "into which Richard has not entry except by Henry "Spigornel," whereas he entered by William, I should be received to traverse and to say, "Not by "Henry Spigornel;" ready &c. So in this case.—*Kynge.* Not so: you could not traverse the entry unless you said thus "Not by Henry but by Wil-"liam," by that means giving a good writ. In like manner if you desire to say "Not by John the elder," you must say that it was by John the intermediate or by some other, and thereby give us a good writ. And on the other hand, this goes to abate the writ; and you have already had the View.—*Howard.* In a writ of Entry, I shall be allowed to traverse the entry after View prayed; for the same reason in a writ in the "post" I ought to be allowed to traverse the lease.—*Kynge.* When the lease was made he was called John the elder; ready &c.—THE INQUEST said

ou yl dyt ke sun auncestre le lessa a Jon le eyne, nous vous dium ke il y aveyt Jon le tresael, e Jon le besael, e Jon le ael; e ke unkes ces tenements ne furent lesses a Jon le tresael, prest &c. Jugement du bref.—*Kynge.* Nous demandum le tenements de la seysine Willem nostre auncestre, ke ces tenements lessa a Jon vostre besael; e a cel oure ne aveyt yl nuyl Jon fors Jon le besael eyne a ke le les fu fet, e Jon le ael puyne; par quey nostre bref est bon.—*Howard.* Vostre bref suppose un les fet en tens preterit a un Jon le eyne; e nous vous traversom le les en le tens preterit a Jan le eyne; e prest &c.—BEREWYKE. Si Jon le minuen e Jon le puyne fusent en pleyne vie le jour del bref purchase, le bref serreyt meyntenable; mes ore sunt eus mort; par quey yl semble ke le bref neyt pas bon, depuys ke yl y aveyt un autre Jon eyne.—*Spigornel.* Si vous portet vostre bref de Entre, e dites en le quel Ricard nad entre si noun par Henri Spigurnel, la ou yl ad entre par Willem, jeo serrey ressu a traverser e a dire, Nent par Henri Spigurnel, prest &c.: ausi par de sa.—*Kynge.* Nanal; vous ne traverset poynt le entre, si vous ne diet issynt, Nent par Henri eyns par Willem; e par taunt donez bon bref. Ausi si vous volet dire, Nent par Jon le eyne, dites par Jon le menue ou par un autre, e par taunt dorret a nous bon bref. E de autre part, ceo est abatement du bref; e vous avet eu la venue.—*Howard.* En bref de entre, apres veuue demande si averey jeo mun travers al entre; par meyme la resun en bref de "post" si averey jeo mun travers a le les.—*Kynge.* Kaunt le les fu fet, yl out a noun Jon le eyne, prest &c.—LENQUESTE dyt ke yl aveyent

A.D. 1292.

A.D. 1292. that there were formerly three Johns; but that when the lease was made there were only two Johns.—THE JUSTICE. And because there were three Johns, this Court adjudges that you do take nothing by your writ; and that you be in mercy for &c.

§ Note that [if] in a writ of Right the tenant give a demi-mark for the time, and the Great Assise say that his (the demandant's) ancestor of whose seisin he demands was not ever seised in the time of King so and so, as he (the demandant) counts, he loses his action for ever, for him &c.; and the judgment shall be thus, that he shall lose his action for ever, for him &c.

Escheat. Note, per BEREWYKE, that if A. commit felony and be taken and put in prison, and be afterwards replevied until the Justices' Eyre, he can never be attaint of that felony before the Eyre come; but for another felony afterwards he may well be attaint and hung. Witness the plea of Escheat between Margery de Rous demandant and the Abbat of Hales defendant. And so, she took nothing by her writ, because he (the felon) alienated after the commission of the first felony and before the commission of the second felony for which he was hung at Warwick.

treis Jons en askun tens; mes kaunt le les fu fet, yl ny aveyent ke deus Jons.—JUSTICE. E pur ceo ke il y aveyent treis Jons, si agarde cete Court ke vus ne pernez ren par vostre bref, e seez en la mercye pur &c. A.D. 1292.

§ Nota ke [si] en bref de dreyt le tenaunt doune demy marc pur le tens, e le graunt Assise die ke sun auncestre, de ky seysine yl demaunde, ne fut unkes seysy en tens de teu Roy, si cum yl counte, yl pert accioun a remenaunt pur ly &c.; e le Jugement serra icel, ke yl perdra accioun a remenaunt pur ly &c.

Nota par BEREWYKE; si A. face felonie e seyt pris e enprisone, e puys replevy jekes en Heyre de Justices, yl ne pet james estre ateynt de cele felonye eyns ke le Heyre veyne: mes pur autre felonye apres fet yl purra ben estre atteynt e pendu. Teste placito de Eschæta inter Margeriam de Rous petentem et Abbatem de Halis defendentem. Et ideo nil cepit per breve; quia alienavit post primam feloniam factam, et ante secundam feloniam factam pro qua fuit suspensus apud Warr. Eschete.

PLEAS IN THE COMMON BENCH

XX. EDWARD I.

PLEAS IN THE BENCH, AFTER CHRISTMAS IN THE 20TH YEAR OF THE REIGN OF THE KING.

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§ John de Redvers brought the Replegiare against Thomas Bardolf and Richard his bailiff. Thomas, on behalf of both, avowed the taking to be good; and for the reason that he had a Leet at such a place, at which it was presented that John was resident within the precinct of the Leet: and that he was in a decennary, and made default, whereupon he was amerced; for which amercement he was distreined; and so &c.; and so we avow the taking for the amercement.—*John.* Sir, we ought not to be in a decennary; for the reason that I am a clerk studying at the Schools.—*Thomas.* He can not say that; for he is our reseant; and all our reseants ought rightfully to come to our Leet: but he made default, for which he was amerced. So we pray judgment if our avowry be not sufficiently good.—*John.* And we pray judgment inasmuch as we are a clerk studying at the Schools. And see here the letter of the Bishop and of the Chancellor of the University of Cambridge which testifies this. And we pray judgment &c.—METINGHAM. Inasmuch as the person is by his clerkship so enfranchised (privileged) that he ought not to do suit, and suit to a Leet ought not to be demanded by reason of reseance but by reason of the lay condition of the person, and you have distreined him against the law, this Court adjudges that the amercement shall be annulled, and the beasts be given up in the same state as he held

PLACITA DE BANCO ANNO REGNI REGIS XX° POST NATALE.

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§ Jon de Reduuer porta le replegiare vers T. Bardolf e Ricard sun serjant. Thomas awowa, pur amedeuz, la prise bone; e par la reson ke yl ad une lete en tel luy, a la quele presente fut ke Jon deynz la purceynte de sele lete fut resident; e yl fut en disseyne, e fit defaute; pur quey yl ful amercye; pur la quele amerciement yl fut destreynt, e issi &c.; e yssi avoum la prise pur la merciement.—*Jon.* Sire, nus ne dyons estre en desseine; par la reson ke joe suy clerk conversant a les escoles.—*Thomas.* Ceo ne put yl dyre; kar yl est nostre resseant; e tuz nos resseanz de dreit vendront a nostre lete: mes yl fyt defaute; pur la quele yl fut amercye &c.: dunt demaundom jugement si nostre avowerie ne seyt asez bone.—*Jon.* E nus jugement desicum nus sumes clerk conversant a les escoles: e veez yssy la lettre la Eveke e del Chancellor de ly univercyte de Canturbure ke ceo teymonye; e demaundom jugement &c.—*Metingham.* Pur ceo ke la persone est enfranchy par sa clergye ke yl ne deyt sute fere, e sute a lete ne deyt pas estre demaunde par la reson de la resseance e ynz par la resone de la persone lay, e vus encontre la ley vus ly avet destreint, si agarde ke la mercyement seyt annentye, e les bestes deliverez sycom yl les tynt, e

A.D. 1292. them, and that he (John) do recover his damages to be taxed by the Court, and that you be in mercy.

Note that it would have been the same if he had not been a student, provided he had been a clerk and had privilege of clergy.

Ael. § One William brought a writ of Ael, on the death of Rose his grandmother, against Robert de B.; laying the descent from Rose to William as son, and from William to William, the present demandant, as son.—Robert denied &c., and vouched to warranty one Ralph, who came and warranted, and vouched over one Stephen the son of Andrew. — Stephen came and warranted; and said that William could not have an action, for the reason that one William his father, whose heir he is, had two sons, viz. one John the elder and this William the younger; which John the elder had a vested estate, and quitclaimed all the right which he had or might have in the said tenements unto the said Ralph, who now has vouched him (Stephen), to hold to him his heirs and assigns of him &c.; and by this writing; and we pray judgment if in opposition to the deed of his elder brother he can have an action against him (Robert).—*Hyham* prayed a view of the writing. And he had it. And he said, Sir, this writing states that he quitclaimed all his right &c. to Ralph &c. Now we tell you that he is not the heir of Ralph: let him shew if he be his assign. —*Asseby.* And we pray judgment, inasmuch as John your elder brother did once devest himself of his right by the quitclaim, if, in opposition to his deed, you can have an action.—*Hyham.* We tell you that you are a total stranger; therefore you can not be a party to the writing; and we pray judgment. — *Asseby.* You assert what you wish: we are the warrantor of him to whom the quitclaim was made. Judgment if we can not be a party to the writing.—*Hyham* waived

ke yl recovera ses damages pur taxe de la curt, e vus en la mercye. A.D. 1292.

Nota, quod idem est quamvis non fuerit conversans in studio, dum tamen sit clericus et gaudet privilegio clericali. Nota.

§ Un William porta un bref de Ael de la mort Rose sone Aele, de Rose au Wylliam cum a fiiz, de William a Wylliam ke ore demaunde cum a fiiz, ver un Robert de B.—*Robert* defendy &c., e voucha a garant un Rauf, ke vynt e garanty e voucha outre un Estevene le fiiz Andreu.—Estevene vynt e garanty; e dyt ke W. accyon ne put aver, par la resone ke un William son pere ky eyr yl est aveyt deus fiiz, un Jon eyne e cety W. puyne; le quel Jon eyne estendy estat, e quiteclama tout le dreit ke yl aveyt ou aver poeyt en memes ces tenements a memes cety Rauf, ke ore luy ad vouche, a ces heyrs e a ses assingnes de ly &c., par cete escryt; e demaundom jugement sy encontre le fet sun frere eyne de ly pusse accyon aver. —*Hyham* demaunda la vewe de le Escrit, e aveyt. Sire, cete escryt veut ke quiteclama tot sun dreit &c. a Rauf &c.; me nus vus diuns ke yl neyt pas le heyr Rauf; mustre sy yl seyt son assingne.—*Asseby.* E nus jugement, desicum Jon vostre frere, eyne de vus, ke une feez del tot se demyst de son dreit par la quiteclame, sy encontre sun fet accyon poet aver.—*Hyham.* Nus vus diun ke vus estes tot estrange; par quey vus ne poet estre partye a lescrit; e demaundom jugement.—*Asseby.* Vus dytes vostre talent; kar nus sumes le garrant cety a ky la quiteclamance fu fete. Jugement sy nous ne poum estre partye a lescrit. —*Hiham* weva cele excepcyon et dyt ke Ael.

A.D. 1292. that exception, and said that William his father was under age when the writing was made; ready to aver it.—And the other side said the contrary.—Quære, if he had been a total stranger what right &c.

Wardship. § One Adam brought a writ of Right of Wardship against one Ellen.—*Ellen.* Sir, we tell you that we were not tenant on the day when the writ was purchased. Judgment of the writ.—*Gislingham.* Then who was?—*Hertpol.* If we were in a plea of land, and were to say that we were not tenant of the whole, we should have to give a tenant of the remainder: but now we are in a writ of Wardship; so there is no necessity; and we pray judgment, as before.—*Hyham.* You must say "on the day &c. or ever since."—*Hertpol.* There is no need to say that; but, to ease you and ourselves, we tell you that Ellen was not tenant of the wardship on the day when the writ was purchased, or ever since; ready &c.—And the other side said the contrary.

§ Note that, a man gave a tenement to one John and his daughter Isabel in frank-marriage; and, before the Statute, John aliened the said tenement to one Robert, and then died. After the Statute Isabel confirmed her husband's deed. Quære if their issue can recover by writ of Formedon. I prove to you that they can. For the alienation was made before the Statute by the woman's husband: and after the husband's death, and after the Statute the wife could have recovered by the Cui in vita; so it follows that she had an action after the Statute. And inasmuch as she had an action after the Statute, I am advised that the issue could have recovered. And I can prove to you that the confirmation can not hold good; for by the Statute, if a Fine, which is the highest thing in the Court &c. were under these circumstances levied after the Statute, it could not hold good: therefore the confirmation, which is of

William son pere fut deinz age kant lescrit fut fete; prest de averer. E lautre le revers. Mes sy yl ut este tot estrange, quæritur quid juris si. . . . A.D. 1292.

§ Un Adam porta un bref de dreit de garde ver une Eleyne.—*Eleyne.* Sire, nus vus diuns ke nus ne fumes pas tenant le jor de le bref purchase. Jugement deu bref.—*Gissinlinham.* Ky dunke?—*Hertpol.* Si nus fusum en play de tere, e deymes ke nus ne fumes pas tenant del enter, yl covendreyt doner tenant de eel: mes, ore sumes nus en un bref de Garde; par quey yl neyt mester; e demaundom jugement cum avant.—*Hyham.* Y covent ke vus dyet le jor &c. ne unkes pus. *Hertpol.* Ceo neyst mester; mes, pur vus e nus esser, ke Eleyne ne fut pas tenant de cele garde le jor de le bref [purchasse] ne unkes pus, prest &c.—E lautre le revers. Garde.

§ Nota ke un home dona un tenement a un Jon ove Ysabele sa fyle en franc maritage; e Jon aliena memes le tenement a un Robert devant le estatut,[1] e morust; apres le statut Ysabele conferma le fet son baron: quæritur si lur issu purra aver recovery par bref de forme: ke si, vus prefs; kar le alienacyon fut fet devant lestatut par le baron la femme; e apres la mort le baron, e apres le statut si porreyt la femme aver recovery par le cui in vita; par quey yl ensuyt ke ele aveyt accion a demander la chose apres la estatut: e desicom ele aveyt accion pus lestatut, mey est avys ke le yssue porreyt aver recovery. E ke le confermement ne porra luy tener, jeo vus prefs; kar par lestatut fyn ke est la plus haute chose en la court &c. leve en cel cas pus le estatut ne put nul luy tener; dunke ne le confermement ke est plus bas. Nota.

[1] De donis. 13 Ed. I. st. 1.

A.D. 1292. a lower nature, can not. The attorney said that in this case the confirmation was good and that a Fine would not be: and he said that the confirmation was effective to for ever bar the issue from an action, although he had nothing by descent.

Note. § If one be vouched to warrant, and afterwards the vouchor alien the tenements, yet not for that can the vouchee rid himself of the burden of warranty, notwithstanding that he did not before the alienation enter into warranty. It is the same with regard to an infant, if &c. But, quære, if the vouchor shall have satisfaction in value for the tenements alienated, if the vouchee have no others. I say Yes. And if he (the vouchee) make default, that land shall be taken into the King's hands. But, I ask, shall the vouchee's son, after the death of his father, be bound to enter into warranty, and make satisfaction in value for the same tenements which his father alienated after he was vouched, where nothing descends to him. And I answer that he must enter into warranty; but in this case he shall not make satisfaction in value for the tenement which his father alienated; because in this case he shall not suffer for the fault of his father.

Note. § One Adam purchased a tenement, to hold to him and the heirs of his body begotten, and afterwards took a wife with a good estate, and begot a son. Adam aliened the land so purchased, in despite of the form &c.; and afterwards he and his wife died: then came the son, and brought a writ of Formedon against the tenant; and the tenant vouched him to warranty, by virtue of his father's deed: and the son said that it was not due course of law to vouch the demandant. And so in this case the voucher was of no avail.—But can the objection in this case avail against the father's deed? I say No, (because the alienation was made

Le attorne dyt ke confermement vaut en ceo cas, e nemye fyn; e dyt ke le confermement est bon e forclor a len issue de accyon a touz jours, tot neyt yl reen par descente de heritage. A.D. 1292.

§ Si un home seyt vouche a garant, e apres ceo ke yl vouche alyene les tenements, pur ceo ne put yl mye sey desafiblier de le garrantye, nemye encontre esteant cel ke yl ne fut pas avant la alienacyon fet entre en la garrantye. Idem est de parvo infra etatem si &c.: sed quæritur sy yl avera la value de les tenements alyenes sy yl neyt autres: jeo dy ke oyl. E sy yl face defalte, cele tere serra pris en le meyn le Roy: mes jeo demande si sun fiiz apres la mort sun pere serra tenu de entrer en la garrantye, e fere a la value de memes les tenements ke sun pere alyena apres ceo ke yl fut vouche, la ou reen ne ly est descendu. Respondeo entrer deyt yl; mes yl ne fra nent a la value en ceo cas de son tenement ke sun pere alyena, pur ceo ke en ceo cas yl ne atempra nent le tort sun pere. Nota.

§ Un Adam purchasa un tenement a ly e a ses heyrs de sun cors engendrez, e pus pryt une femme od bele heritage e engendra un fiiz. Adam aliena sun purchas encontre la fourme &c., e apres ceo le pere morut, e la femme aussy; vynt le fiiz, sy porta bref de forme ver le tenant; le tenant ly vouche a garrantye par le fet son pere; le fiiz dyt ke cel ne fut pas ordre de ley de voucher le demandant. Et ideo non valuit in isto casu; sed potest ne obstare contra factum patris in isto casu? dico quod non, quia alienacio facta fuit contra formam doni, nisi habet Nota.

A.D. 1292. against the form of the gift) unless he has something by descent ex parte patris.

Darrein Presentement.

§ A. brought a writ of Darrein Presentement against B.—*Hertpol.* Sir, we do not claim anything in the advowson except as guardian, in right of the son and heir of R. de C. who is under age and in ward to him (B.); and he (B.) is not called guardian; and we pray judgment of the writ.—*Scrope.* Sir, we tell you that he has neither the infant nor his lands in ward to him; so he can not protect himself by that.—*Hertpol.* Sir, we tell you that he has the infant's lands in ward.—*Scrope.* Sir, we tell you that the land to which the advowson is appendant is not in ward to him. Judgment &c.

§ Note that, he who will allege payment must have either a writing or a tally. In the time of Thomas de Weylond a tally was not allowed; now it is.

Debt.

§ One Adam leased a mill and three acres to Henry Gamage in conson of ten marks. Adam died; and his executors brought a writ of Debt against Henry, and demanded ten marks by reason that Adam de C., whose executors they are, leased a mill &c. for ten marks which he (Henry) had not paid.—*Henry.* What have you to show the debt?—*Asseby.* Good suit.—Henry denied &c.; and said that he did not owe the money; no, not a half-penny; ready to do &c.—*Asseby.* If we were demanding a debt in respect of money lent, what he says would be correct: but inasmuch as we are demanding a debt on the lease of a mill &c. which he (Adam) leased for the ten marks and of which he (Henry) is at this moment seised, of which matter the jury may well have knowledge, therefore we pray a good jury in this case, if &c.—*Bradestoke.* The executors ought not to be in a better condition than the testator would be: but, if the testator were &c., we

aliquod per descensum ex parte patris si idem potest petere &c. A.D. 1292.

§ Un home porta un bref de dreine present ver B. —*Hertpol.* Sire, nus ne clamum renes en la vouesone fors com gardeyn, par la resone de le fiiz e le heyr R. de C. ke est denz age, ke est en sa garde; e yl nent nome cum gardeyn; e demandom jugement du bref.—*Scrop.* Sire, nus vus dium ke yl ne ad pas lenfant en sa garde, ne se teres ne le plus; par quey yl ne put sey coveryr par la.—*Hertpol.* Sire, nus vus diums ke yl ad les teres lenfant en sa garde.—*Scrop.* Sire, nus vus diuns ke cele tere a la quele la voueson est appendant ne est pas sa garde. Jugement &c. Dreyn Present.

§ [1] Nota, ke ky vodera alleger paye, y covent aver escrit ou tayle: e en le tens T. de W. tayle ne fut pas alowe: ore est.

§ Un Adam lessa un molin e treis acres a Henri Gamage pur .x. mars. Adam morut: ses eykutores porterunt bref de dette ver Henri, e demanderunt .x. mars, par la resone ke Adam de C. ky exekutores yl sunt, lessa un molyn &c. pur .x. mars, les queus yl naveyt pas paye.—*Henri.* Quy aveyt de la dette?—*Asseby.* Sute bone.—*Henri* defendy &c.; e dyt ke yl ne deveyt dener ne mayle; prest a fere &c.—*Asseby.* Si nus demandames dette de deners apromte yl deyt ben; mes desicum nus demandom une dette par le les de un molyn &c., ke yl luy lessa pur .x. mars dunt yl est ore endreit seysy, de la quele chose le pays put ben aver conisance, par quey nus priom bon pays en ceo cas, sy &c.—*Bradestoke.* De meylur condycion ne deivent les executors estre ke ne serreyt les testatour; mes en encontre le testatour sy &c., si Dette.

[1] This is in the margin, by way of note on the following case.

A.D. 1292. could against him defend ourselves by our law; and so we can, in the present case, against the executors.—*Asseby.* Sir, we pray a good jury.—And at last Henry made his law, twelve-handed, that he owed nothing.

Replegiare. Taking of Chattels.

§ One Adam brought the Replegiare against B. &c., and said that they had tortiously taken his chattels in the town of Gloucester, in the high street &c., and had taken them away to their toll-booth in the same town, tortiously &c.—B. and C. as bailiffs of the town avowed the taking as good &c.; by reason that the custom of the town of Gloucester is this, viz. that no one unless he be a freeman of the town may cut cloth in the said town, but that he can only sell it by the piece; yet nevertheless Adam, who is not a freeman of the town &c., came and cut his cloth in opposition to the custom &c.; and so they took &c.; and so they avow &c. —Adam put forward a charter which witnessed that the King had granted to him that he might cut cloth in the same way as other freemen; and he said that he had been seised, by virtue of the charter, from time whereof &c.—And the others said that he had never been seised by virtue of that charter, ready &c.—Therefore &c.

§ One Adam brought a writ against one Alice.—Alice made default; and the default was entered. On the next day came Adam and prayed judgment on the default by Alice.—*Huntindone* said that Alice was not capable of making default; for the reason that she was under coverture on the day when the writ was purchased, and that she still was so; ready &c.—The writ was quashed.

Dower.

§ One Alice brought a writ of Dower against Ernald the father of William her husband, on the death of William, and demanded the third part &c. — Ernald

porrum nus defendere par nostre ley; ausy par de sa encontre les executours.—*Asseby.* Sire, nus priom bon pays. Et ad ultimum Henricus fuit ad legem quod nihil deberet sibi .xij. manu cum ipso. A.D. 1292.

§ Un Adam porta le Repleggiare ver B. &c.; e dyt ke atort aveyt pris ces chateus en la vyle de Gloucestre en la haute rue &c., e les aporta a lur tolboye en meme la vyle atort &c: B. e C. Baylifs cum baylifs de la vyle avouerunt la prise bone &c.; par la resone ke le usage de la vyle de Gloucestre est itel, ke nul home sy yl ne seyt deynz la franchise de la vyle ne put couper drap en meme la vyle, mes vendre le drap enter: la vynt meymes cesty Adam, ke neyt de en la fraunchise de la vile &c., e coupa sun drap encontre les usages &c.; e issi prit yl &c.; e issi avowa &c.—Adam bota avant une chartre ke teymoina ke le Roy ly aveyt grante ke yl pout couper drap sicom les autres de la franchise; e dyt ke yl aveyt esste seysy par la chartre de tens dunt &c. E les autres—unkes seysy par cele chartre, prest &c.—Ideo &c. Replegiare. Prise des chateus.

§ Un Adam porta bref vere un Alyce.—Alyce fit la defaute; la defaute fut entre. Al autre jour vynt Adam, e demanda jugement de la defaute Alyce.—*Hundundone* dyt ke Alice ne pout defaute fere; par la resone ke ele fut coverte de baron le jor de le bref purchase, e uncore est, prest &c.—Quassatum fuit.

§ Un Alyce porta bref de Dowere ver Ernald le pere Willem son Baron, de la mort W., e demanda la terce partye &c. Ernald dyt ke dowere ne deyt Dowere.

A.D. 1292. said that she ought not to have dower; for the reason that William her husband had not a fee in the tenements : for (said he) we tell you that Ernald the father of William leased to him the tenements whereout she demands dower in consideration of ten pounds by the year until he should return from France to England; with a provision that when he returned he (William) should deliver up the land to Ernald to be dealt with at his pleasure; and that he &c.: and by this writing. (And he put it forward.) — *Warwick.* He can not get to say that William had no estate save by that writing: for we tell you that the said Ernald admitted before the King that he had made a charter of feoffment to his son William, on the occasion of the King demanding against the said Ernald the wardship of the land of Roger the son of William who is under age; and thereupon we pray judgment if in opposition to his own acknowledgment in a Court which bears record, he can now say that his son William had not a fee &c., or any estate save at his will by that writing. And on the other hand, the said Alice has recovered her third of the manor of C. in such a county, and the manor of &c. in such a county, which manors are comprised in that writing; so we pray judgment if &c. that William had not a fee in the tenements. — *Kynge.* We freely admit that such a charter was made, and it and this writing were both made in one day; but we tell you that he had no estate by the charter, but only by the writing; ready &c. — *Warwick.* You can not get to that, in opposition to your own acknowledgment in Court &c.—*Kynge.* Did we make acknowledgment that he had a fee or estate by the charter? No, by God.—*Coventry* put forward the charter. — *Warwick.* Ready &c. by the Record.—*Kyngestone.* He never had a fee or estate by the charter; ready &c. For it does not follow that because we acknowledged that we exe-

ele aver; par la resone ke Wyllem son baron naveyt A.D. 1292.
pas fee en les tenemens: kar nus vus dium keErnald
pere Wyllem lessa a ly les tenemens dunt ele demande
dowere pur .x. livres par an jekes a tant ke yl reven
sit hors de France en Engletere; issi ke kant yl
revendreyt ke yl liverat la tere a sa volunte; e yl &c.:
e par cete escrit: e bota avant.—*Warrewyke.* A ceo ne
purret avenyr a dire ke Willem ne aveyt nul estat
fors par cel escrit; ke nus vus diuns ke memes cely
Ernald reconust devant le Roy ke yl fit une chartre
de feffement a W. son fiiz, par la ou le Roy demanda
la garde de la tere Roger le fiiz Willem ke est de
deynz age ver memes cely Ernald; e dunt demandom
jugement sy yl pusse ore dyre ke W. son fiiz ne aveyt
nul fe &c. ne nul estat si non a sa volunte par cele
escrit encontre sa reconysance demene en court ke
porte record. E de autre part, memes cety Alyce sy
ad recovery son terce de la maner de C. en teu cunte,
e le maner &c. en teu counte, ke sunt contenuz en
cel escrit; dunt demandom jugement sy &c. ke W.
naveyt nul fee en les tenemens.—*Kynge.* Nus grantom
ben ke une tele chartre fut fete, e cet escrit tot en
un jor; mes vus dium ke par la chartre naveyt nul
estat, fors tant soulement par le escrit, prest &c.—
Warrewyke. A ceo ne poet avenyr encontre vostre re-
conysance demene en curt &c.—*Kynge.* Feymes nus
reconisance ke yl aveyt fee ou estat par la chartre?
nanyl, non deu.—*Kovittre* mustra avant le chartre.
—*Warrewyke.* Prest &c. par record.—*Kyngestone.* Ke
yl ne aveyt unkes fee par la chartre ne estat, prest &c.;
kar yl ne ensut pas pur ceo ke nus reconyseymes ke

A.D. 1292. cuted to him a charter of feoffment, we acknowledged that he had a fee by the charter. —*Warwick.* You acknowledged that the charter was made in this form, viz. that if he did not pay to you ten pounds at two periods in the year it should be lawful to enter on the tenements immediately on his default to pay at the period; and because he made default you entered; so we pray judgment, inasmuch as you have admitted the charter and the seisin, if now &c. — *Kynge.* We never acknowledged that he had fee or seisin by the charter; ready &c. And the other side said the contrary.—Therefore &c.

Ejectment from Wardship.

§ One Adam brought a writ of Ejectment from Wardship against W. de C. and Maud his wife. W. died.—*Hertpol* (for Maud). Sir, Adam brought a writ &c. against one W. de C. W. is now dead. And they have fraudulently sued out an attachment against Maud his wife; therefore we pray that no writ of Great Distress may issue against Maud who is not party to the plea; for the writ was brought against W. alone. — *Plays.* Sir, the writ was brought against both; W. is dead; so we pray a writ of Great Distress to compel Maud to come: for at the right day she was distreined &c.; and now she makes default. — *Hertpol.* Sir, even if it be so, that the writ was brought against both, we are advised that the writ shall abate by W.'s death. Judgment of the writ.—*Plays.* It will stand, by virtue of the Statute. — *Hertpol.* The Statute does not operate for you: for the Statute says that, if a writ of this kind be brought against the tenant, and he die during &c., the demandant has his recovery against the heir or against the executors. But she &c. — *Plays.* If W. and Maud were both dead, still the writ would stand: a multo fortiori &c.—It was quashed.

Writ of Abetment.

§ A man brought a writ of Abetment against C.—C. said that he was not bound to answer to that writ:

nus li feymes ud chartre de feffement ke nus reconyseymes ke yl aveyt fee par la chartre.—*Warwyke.* Vus reconistes ke la chartre fut fete en cete forme ke sy yl ne vus payad .x. livres a deus termes par an ke lut a vus entrer les tenemens tantot apres ceo ke yl faylat a sun terme; e pur ceo ke yl faylat vus entrates; dunt demandom jugement desicum vus avet grante la chartre e la seysine, sy ore &c.—*Kynge.* Ke nous ne reconiseymes unkes ke yl aveyt fee ou seysine par la chartre, prest &c. E lautre le revers. —Ideo &c. A.D. 1292.

§ Un Adam porta bref Enjettement de Garde ver W. de C. e Maud sa femme. W. morut.—*Hertpol* (pur Maud). Sire, Adam porta bref &c. vers un W. de C.; W. est mort ore. E yl unt suy le attachement ver Maud sa femme fausement; par quey nus priom ke nul bref de la grant destresse isse sur Maud ke neyt pas partye en le play; ke le bref fut porte sur W. tant soulement.—*Plays.* Sire, le bref fut porte sur lun e lautre; W. est mort; dunt nous priom bref de la grant destresse de fere Maud venyr: kar a le dreyt jor sy fut ele destreynt &c., e ore fet defaute.—*Hertpol.* Sire, tut seyt yl yssi ke le bref fut porte sur lun e lautre, nus est avys ke le bref se abbatera par le mort W. Jugement du bref.—*Plays.* Yl estera par statut.[1] —*Hertpol.* Le estatut ne euere nent pur vous; ke lestatut veut si un tel maner bref seyt porte sur le tenant,[2] e yl mert pendant &c. ke le demandant eyt sen recoveryr vere le heyr ou vere les exekutors: mes ele &c.—*Plays.* Si W. e Maud furunt amedeus mort, uncore esterreyt le bref: de multo fortiori &c.—Quassatum fuit. Enjettement de Garde.

§ Un home porta un bref de abbettement veres C. —C. dyt ke yl ne fut pas tenu a respoundre a tel Bref de abbettement.

[1] 13 Ed. I. (Westm. 2.) c. 35. | [2] MS. tenement.

A.D. 1292. for the reason that he was the brother of him who was slain, and could yet sue an appeal of his death: and we pray judgment.—*Scrope.* Answer if you abetted or not.—*Asseby.* The Statute is to be understood as speaking of abetting through malice; but by no law can he be [driven to answer] if he be not a stranger, because he can still appeal him of the death of his brother; again we pray judgment.—METINGHAM. Answer if you abetted through malice or not.—*Scrope.* He abetted him through malice; ready &c.—(*Asseby* must receive the averment).—Therefore &c.

Quare vi et armis.

§ A man brought the Quare vi et armis against B., saying that he had tortiously and against the peace abated his fold in C.—*B.* Sir, we tell you that we have committed no tort; for the reason that there are only two folds in all the town of C.; one fold belongs to N. de C.; and the other did belong to John, the father of the present complainant; the said John sold his fold to our father G., who died seised of that; and we continued the estate of our father until the complainant[1] constructed a fold in the said town, tortiously and in opposition to the deed of his father John; and we abated it, as it was lawful for us to do; and so we avow the abatement as rightful.—*Hyham.* Sir, we are willing to aver that W. our grandfather died seised of this fold; and, after his death, John our father continued the estate of his father W., and died seised &c.; and then, we, to continue the estate of our father constructed that fold; and he came with force &c.; and this we are willing to aver.—*Mutford.* John did not die seised of that fold, ready &c.—And the other side said the contrary.—Therefore &c.

Quare vi et armis.

§ One Adam brought the Quare vi et armis against B., saying that tortiously &c. he had taken his corn and carried it away &c.—[*B.*] Sir, we have not com-

[1] A necessary correction of the French text.

bref; par la resone ke yl fut le frere memes cely ky fut ossys, e uncore put sure apel de sa mort; e demaunda jugement.—*Scrop.* Responet si vus lenbetattes ou noun.—*Asseby.* Le estatut[1] est entendu la ou abet est fet par malis; mes par nul ley ne pout yl estre [chace a respoundre] sy yl ne fut estrange, pur ceo ke yl purra apeler uncore memes cely de la mort sun frere; uncore jugement.—METINGHAM. Responet sy vus lenbettastes[2] par malise ou non.—*Scrop.* Ke yl lebatta par malise, prest &c. Yl covendreyt ke *Asseby* resut la verrement.—Ideo &c. A.D. 1292.

§ Un home porta le quare vi et armis ver B., ke atort aveyt abbatu sa faude en C. encontre le pes.—*B.* Sire, nus vus dium ke nus ne avum nuyl tort fet; par la resone ke yl ne unt fors deus faudes en tot la vyle de C.; la une faude sy est a N. de C.; lautre faude si fut a Johan le pere memes cety ke ore se pleynt; le quel Jon vendy sa faude a nostre pere, G. par nun; le quel G. nostre pere morut seysy de cele faude, e nus continuames lestat nostre pere jekes atant ke memes cety B. leva faude en meme la vyle, atort e enconter le fet Johan sun pere; e nus le batames com ben nus lust; e issi avowum le batement adreyt &c.—*Hyham.* Sire, nus volum averer ke W. nostre Ael morut seysey de cele faude, e pus apres sa mort Johan nostre pere continua lestat W. son pere, e morut seysy &c.; e nus pus pur continuer le estat nostre pere levames cele faude; e yl vynt a force &c.; e ceo volum averer.—*Mutford.* Ke Jon ne morut pas seysy de cele faude, prest &c.—E lautre le revers.—Ideo &c. Quare vi et armis.

§ Un Adam porta le quare vi et armis ver B., ke atort &c. aveyt pris ses bles e enportes &c. [*B.*] Sire, nus ne avum nul tort fet; par la resone ke memes cety Quare vi et armis.

[1] 13 Ed. I. (Westm. 2.) c. 12. | [2] MS. le tretastes.

A.D. 1292. mitted any tort; for the reason that the said Adam leased a piece of land to Geoffrey our vilein for the term of three years. In the third year I took the land into my own hands, and took the corn as my own goods; and so I did in the fourth year. Now he complains that it was within the aforesaid term; and thus &c.—*Hyham.* You can not say that: for the said Geoffrey to whom the land was leased, afterwards and within the term assigned it to the said Adam; ready &c.—*Mutford.* He could not do that, without our assent, after that our own property was in our hands. Judgment. — *Hyham.* Geoffrey gave over the term to us before he B. took the thing into his own hand; ready &c.—The other side said the contrary.—Therefore &c.

Quare vi et armis.

Note that, in the Quare vi et armis the defendant must answer in one of three ways: either he must say that he did not come or commit any tort, ready &c.; or he must admit the coming and avow that he did it lawfully and not tortiously &c.; or must say that he took and imprisoned him lawfully, and not &c.

Entry.

§ A man brought a writ of Entry against B., saying into which &c. for a term which has expired.—*B.* Sir, it can not be denied that the land was demised to us for a term; and within the term he enfeoffed us thereof in fee. — *Inge.* What have you to witness the fee?—*Coventry.* Good matter in pais. What have you to witness the term? — *Inge.* Good matter in pais. — *Coventry.* We were enfeoffed in fee; ready &c.—*Inge.* Not in fee; ready &c.

Entry, under age.

§ One Isabel brought a writ of Entry against one Robert and Alice his wife, the seisin descending from one Roger to Isabel as daughter and heir; if he &c. — *Hertpol.* Sir, Roger had two daughters, viz. Mar-

Adam lessa une tere a Geffrey nostre vyleyn a terme de treis anz; jeo pris la tere en ma meyn le terce an, e pris le bles cum mon chatel demene vere moy; e aussi fyge les .iiij. anz; dunt yl se pleynt deins le terme avantdyte; e yssi &c. — *Hyham.* Ceo ne poez dire; ke memes cely Geffrey, a ky la tere fut lesse, lessa le terme pus a memes cety Adam e deins le terme, prest &c.—*Mutford.* Ceo ne porreyt yl mye fere sanz nostre assent apres ceo ke nostre chose fut en noster meyn. Jugement.—*Hyham.* Ke G. dona sus le terme a nus avant ke yl prit la chose en sa meyn, prest &c.—Lautre revers.—Ideo &c. A.D. 1292.

§ Nota, a le bref quare vi et armis yl covent respoundre un de treis maneres; ou dire ke yl ne vint ne nul tort ne fyt, prest &c.; ou granter ou avower ky yl le fyt a dreyt e nent atort &c.; ou prit a dreyt e enprisona, e nent &c. Quare &c.

§ Un home porta un bref de entre ver B., en les ques &c. a terme ke passe est. *B.* Sire, ne put estre dedyt ke la tere nous fut bayle a terme; e deins le terme yl nus feffa en fey. *Inge.* Quey avet del fe? *Covintre.* Bon pays. Quey avez du terme. — *Inge.* Pays.—*Covintre.* En fee, prest &c.—*Inge.* Nent en fee, prest &c. Entre.

§ Un Isabele porta le entre ver un Robert e Alice sa femme, desendant de un Roger a Isabele cum a file e heyr; sy yl &c.—*Hertpol.* Sire, Roger aveyt deus Entre deyns age.

A.D. 1292. garet and this Isabel; and she has omitted the said Margaret: judgment. — *Asseby.* Do you hold to that? (*Hertpol* refused; but he might have done so.)—*Haveringtone.* Margaret's quitclaim may be a bar to Isabel: therefore mention ought to have been made of her.—*Hertpol* waived that exception gratis; and said that she could not say that Roger was under age when he entered by him [Roger]; for the reason that heretofore the said Roger brought a writ of Covenant in this court against Robert and Alice his wife; and Roger and Alice acknowledged the tenements comprised in the writ to be the right of Roger as that which he had of their gift: and the said Roger, of whose seisin he &c., for that acknowledgment granted the said tenements to Robert and Alice and to the heirs of their bodies &c.; and thereupon a Fine was levied in this Court. So we pray judgment, inasmuch as the King's Court will not receive any one under age to levy a Fine, if she can now say that he was then under age. (And he put forward the Fine.)—*Hertpol.* First of all admit the Fine. — *Asseby.* We freely admit the Fine; but we tell you that the Fine was never levied in respect of the tenements demanded but in respect of other tenements; ready &c.—Therefore &c.

Note. Covenant. Note that, in a writ of Covenant he who is seised of the tenement must make the acknowledgment to the plaintiff.

Note. § In a writ of Warranty of Charters the acknowledgment must be made to him who is seised by him who is not seised.

Note. § In a writ Quare vi et armis judgment was prayed of a variation between the writ and the count; because the writ said Dunham, and in his count he said

fyles une Margarete e cet Isabele; de la quele Margarete ele ad fet omission. Jugement.—*Asseby.* Tenet vus la. Noluit sed bene potuit tamen.—*Haveringtone.* La quite clame Margarete pout estre barre a Isabele; par quey yl covendreyt fere mencion de luy.—*Hertpol.* Weva cel excepcion de gre; e dyt ke ele ne pout dire ke Roger fut deyns age al hore qant yl entra par ly; par la resone ke devant ses hores porta memes cely Roger un bref de covenant seins ver Robert e Alyce sa femme; Roger e Alise reconuseient les tenemens contenuz en le bref estre le dreyt Roger cum ceo ke yl aveyt de lur doun. E memes cely Roger, de ky seysine yl &c., pur cele reconisance granta memes les tenemens a Robert e Alice e a lur heyrs del cors &c.; e sur se leva un fyn seynz; dunt demaundom jugement desicum la curt le Roy ne resevera nul ke est deynz age pur lever fyn, si ele pusse ore dire ke yl fut deinz age al hore. E mit avant le fyn.—*Hertpol.* Conusez la fyn a de primis.—*Asseby.* Reconusom ben la fyn; mes nus vus dium ke la fyn ne se leva[1] unkes sur les tenemens demaundez mes sur autres tenemens; prest &c.—Ideo &c. A.D. 1292.

§ Nota, ke en bref de covenant ky yl covent ke cely ke est seysy de le tenement face la reconisance a le pleyntif. Nota. Covenant.

§ En bref de Garantye de Chartre yl covent ke la reconusance seyt fet a cely ky est seysy par cely ke neyt pas seysy. Nota. Garde.

§ En un bref quare vi et armis fut demaunde jugement de la variacion par entre le bref e le conte; pur ceo ke le bref dyt Dunham e yl le mit a Dunham- Nota.

[1] MS. levera.

A.D. 1292. Dunhamstude. But the writ stood nevertheless; because of the tender nature of the writ.

Admeasurement.

§ Quære if he against whom a writ of Admeasurement of Pasture be brought be essoined on the first day, and make default on the second day, whether the Admeasurement shall be made by his default. I say Yes. — *Asseby.* Such a one brought a writ of Admeasurement against B. at the quinzain of St. Michael; on which day B. was essoined, and he had a day, at the quinzain of St. Hilary; now he makes default; wherefore we pray the Admeasurement on his default.

Note. Sokage.

§ An infant under age who held by sokage is in ward to his next relative. When he attains his sixteenth year he is of an age to receive his lands. But now comes the question if his guardian shall render an account at once or wait until he be twenty-one years of age. I will prove to you that it shall be when he is of full age, and not before. For if he were to render an account before the infant was twenty-one years old, he might, when he attained his full age, bring a writ requiring the guardian to render an account from the time &c.: and if the guardian were to say that that he had rendered an account, and were to put forward a writing of acquittance testifying the account, the tenant might say that the writing ought not to avail, because he was under age &c. when it was made, and might pray judgment if he &c. And on the other hand I prove to you that the writing will not bar him; for if an infant under age borrow of another twenty marks on the security of a good writing made between them, and by the twenty marks make a profit of forty marks, and the creditor, when the borrower attains his full age, bring a writ of Debt against him and put forward the writing against him, he may say that he was under age when &c., and may pray judgment, and so bar him of his action. And although the plaintiff

stude: mes le bref estut nepurqant; e ceo fut pur la tendresse du bref. A.D. 1292.

§ Quæritur si aliquis super quo fertur breve de admensuracione pasturæ assoniatus fuerit ad primum diem, e ad secundum diem faciet defaltam, an admensuracio fiet per ejus defaltam. Dico quod sic.—*Asseby.* Un tel porta bref de admensuratione ver B. a la qinseyne de Seyn Michel; al quel jor B. fut essone, e aveyt jor a la .xv. de Seyn Hyllary; ore fet yl defaute; par quey nus priom lamesurance par la defaute. De admensuracione.

§ Un enfant deins age ke tynt par sokage est en la garde son procheyn parent; qant yl serra de .xvi. anz sy est yl de age a receivere ces teres: mes ore est a saver si son gardeyn ly rendra acunte a cel hore, ou qant yl seyt de .xxj. anz. Jeo vus pruf ke qant yl seyt de pleyn age, e nent avant: kar sy yl ly rendysist acunte devant ke yl fut de .xxj. an, kant yl serreyt de pleyn age si porreyt yl portyr bref ke yl luy rendast acunte del tens &c.; e si le gardeyn deyt ke yl luy aveyt rendu acunte, e botat avant un escrit de aquistance ke ceo temoinast, yl porreyt dire ke cel escrit ne luy deyt valer ke yl fut deinz age &c. quant le escrit fut fet, e demaunder jugement sy yl &c. E de autre part jeo vus prus ke lescrit ne ly fossclora poynt; kar si un enfant deins age ut aprompte de un autere .xx. mars par bon escrit fet par entre eus, e se ut approwe par les .xx. mars a la value de .xl. mars, e le creauncer kaunt yl fut de pleyn age portat bref de dette ver ly e myt avant le escrit encunter ly, yl porreyt dyre ke yl fut deins age al oure &c., e demaunder jugement, e issi forsclore de accyon: Nota. Sokage. Nota de compoto.

A.D. 1292. say that the infant has made a profit, yet thereby the infant shall not be prejudiced. So, in the present case, he may avoid the writing; therefore the guardian shall not render an account before the tenant be of full age. — But you will hold the contrary. For the guardian shall render an account to the infant while under age; and the infant shall acknowledge in court that he has received the account, and that the guardian has done his duty; and that acknowledgment made in a Court of Record shall bar him of an action when he comes of age.

Annuity. § Note that, if a man bind himself by a writing to pay an annuity, the process depends on the form of the writing: that is to say, if the writing mentions that the annuitant is to receive the annuity from his chamber at such a place, then the writ shall issue to the Sheriff of the county where the place is; and if the writing make no mention of the place where he is to receive the annuity, but only say that he is to receive it from his chamber, then the grantee shall bring his writ in the county where the obligor is, wheresoever the chamber may be: for his chamber is where he himself is. And if the writing make no mention of either, but only binds him to pay yearly forty shillings, then the grantee must bring his writ in the county where the contract was made. And if the Sheriff testify that he has in that county nothing whereby &c., and it be shewn before the Justices that he has elsewhere sufficient for &c., then a Judicial writ shall issue to summon him in the place where he has &c.

Nuper obiit. Piers de Mauteby and John his brother brought the Nuper obiit against Robert de Mauteby, stating the seisin as descending to them as brothers and one heir; because the land was partible.—*Ile.* That land is in Fleg, and governed by the common law: therefore he must shew between whom the land has been heretofore

e tot deyt le autre ke yl se aveyt approwe, par tel ceo ne serreyt pas prejudiz a lenfant[1] aussy par de sa porreyt yl voyder le escrit, par quey yl ne rendra nul acunte a luy eynz ke yl seyt de pleyn age. Set vos tenebitis le contrarie: kar yl rendra a ly acunte deinz age, e lenfaunt reconustra en curt ke yl ad de ly ressu acunte, e ke le gardeyn ad fet son asez; e cele reconusance fet en curt ke porte record ly forsclorra de accyon qant yl vendra a son age. A.D. 1292.

§ Nota, si un home se oblyge par un escrit a un aneuelte, ce put estre solum la forme de lescrit; ceo est a saver, sy lescrit fet mencyon ke yl reseivera cel annuelete de sa chambre en tel luy, dunke irra le bref a viconte de le counte en queu counte le luy est: e cy lescrit ne face nul mencion de le luy la ou yl reseyvera, mes tant dye a reseivere de sa chambre, dunke portera yl son [bref[2]] en le conte [ou yl est,[2]] en queu conte sa chambre est: kar sa chambre est la ou yl est memes. E si lescrit ne face mencyon de le un ne del autre mes tant soulement se oblyge a ly rendre par an .xl. soz, dunke portera yl son bref la ou le contract fut: e si teymonie seyt par le viconte ke yl nad rens en cel counte par quey &c., e seyt teymonye devant Justices ke yl ad aylours asez par quey &c., dunke istra bref de Jugement a ly sommundre la ou yl ad &c. Annuele rente.

§ Peres de Mauteby e Jon son frere porterunt le nuper obiit ver Robert de Mauteby, en descendant a eus cum a freres e un heyr pur ceo ke la tere est partable.—*Ile.* Cele tere est en fleg, e en la comune lay; par quey yl covent demustrer entre queles persones Nuper obiit. Les vivers vynt assewes ad ruyphude.

[1] MS. luy faut.

[2] These insertions seem necessary.

A.D. 1292. departed.—*Louther.* There is no need; our writ states that the land is partible, and if they will deny it, we are willing to aver it; wherefore they must answer our writ.—*Howard.* They demand something special: so they must shew by special instrument that the land is partible and that it has been heretofore departed.—METINGHAM. You will not answer. Demur as long as you like.—*Ile* (for Robert). Sir, we tell you that one Robert, grandfather of this Robert who had five brothers, entered after the death of his father Walter, without the manor being partitioned, and died seised of the entirety. After his death one Walter his son entered who had and held without making any division; and after his death Robert the present tenant entered. And inasmuch as Robert held the entirety without the same being divided, and after his death his son Walter, and after Walter's death Robert the present tenant held without division being made, we pray judgment if in this writ they ought to be answered. —*Warwick.* Sir, we tell you that there was a certain Robert great-great-grandfather of those who now hold the lands now in demand by way of recompense and in satisfaction for their shares; and that he had seven sons, viz. Walter, Geoffrey, John, A., B., C., and D.; Walter entered and made division with Geoffrey and John his brothers; ready &c., if they will deny it.—*Howard.* They ought not to get to that averment; for those same brothers together with the other four did, after the death of their brother Walter, bring the Nuper obiit against their cousin Robert the son of Walter, in which writ they agreed and granted for themselves and their heirs that the land was not partible; and thereupon they levied a Fine. And inasmuch as by [the writ of] their own purchase they supposed themselves not to be seised of anything, and afterwards by the Fine granted that it should not be partible, we pray judgment if &c. —METINGHAM. If I being seised of my land of Meting-

cele tere ad este departe einz[1] ces oures.—*Louyere.* A.D. 1292.
Yl neyt pas mester; ke nostre bref veut ke ele est partable, e sy yl le voylent dedyre, nus sumes prest de averer; par quey yl covent respoundre a nostre bref. —*Houard.* Yl demandent especyalte; dunkes yl covent demustrer par akun especyalte de fet ke cele tere est partable, e ke ele ad este departye devant ses oures. — METINGHAM. Vus ne volez nent respoundre: demorret sy la ke vous voylet.—*Ile* (pur Robert). Sire, nus vus diums ke un Robert ael cety Robert ke aveyt .v. freres entra apres la mort sun pere Water, sanz ceo ke le maner fut party, e morut seissi del enter; apres sa mort entra un Water son fiiz, ke out e tynt sanz purpartye fere; e apres sa mort Robert ke ore tent: e desicum Robert tynt lenteer sanz estre departye, e apres sa mort Water son fiiz, e apres la mort Water Robert ke ore tent sanz purpartye fere, demandom Jugement si a cety bref deivent estre respoundu.—*Warwyke.* Sire, nus vus dium ke ili aveyt un Robert tresael memes ceus ke tenent le teres ke ore sunt en demande par recompensacyon en alowance de purpartye, ke aveyt .vii. fiiz Water, Geffrey, Jon, A., B., C., D. Water entra e fit la purpartye a Geffrey e Jon ses freres; prest &c., sy yl le voylent dedire.—*Houard.* A le averement ne deivent attendere; ke memes ces freres ensemblement od les autres .iiij. apres la mort Water lur frere porterunt le "nuper "obiit" ver lur cosyn Robert le fiiz Water, al quel bref yl acorderunt e granterunt pur eus e pur lur heyrs ke cele tere ne fut nent partable; e sur ceo leverunt une fyn: e desicum yl par lur purchas demene sey supposerunt de ren estre seisy, e pus par la fyn granterunt ke cele ne devereyt partable estre, demandom Jugement sy &c. — METINGHAM. Si joe suy

[1] MS. en.

A.D. 1292. ham do in this court grant the land to William de G., and release and quitclaim it to him, yet it does not thereby follow that he is seised; no more in this case. —*Ile.* Reserving to ourselves the benefit of our previous pleas, yet even if it were the fact (which we do not admit) that that land was divided between those two, I will still shew you that they ought not to be answered. For there were five brothers who had nothing allotted to them: and inasmuch as you can not shew that either before or afterwards that land was divided among the entire family, we pray judgment if they can now say that that land was partible.—*Warwick.* This is our writ of Right; and we will aver that that land is legally partible, and that it has been departed between our ancestors; and we pray judgment. —*Ile.* He ought not to have the advantage of saying that the land was departed between the three brothers; for the reason that there were seven brothers; and if the four brought a writ De rationabili parte against their brothers on account of the division being made among the three, yet they thereby would not obtain any portion if they could not shew that division had been made among the entire family; but they can not do that: judgment. And on the other hand, Bonde purchased the tenements from one William who held them by knight-service; which Bonde had three sons, viz. A., B. and C.; and, after Bonde's death, his son A. entered, and held the whole during his life without any division being made: which A. had five sons, viz. C., D., E., F. and G. After A.'s death, C. entered and held the whole &c. And inasmuch as the land is subject to the common law, and they can not shew that division was made among the entire family, we pray judgment.—*Warwick* rehearsed his first argument.—*Ile.* I will shew you two contraries. If the division was made between them, by reason that the four brothers, who were Walter's brothers, could not demand a division

seisy de ma tere de Metingham, joe grant en ce curt A.D. 1292
la tere a Wyllem de G., e ly reles e quiteclame, pur coe ne suyt yl pas ky yl est seisy ; ausi par de sa.— *Ile.* Save a nus se ke nus avum dyt, ke tot fut yl issy ke cele tere fut partye entre ses deus, mes nus ne le grantom pas, ke yl uncore ne deyvent estre respoundu jeo vus mustrey : ke yl aveyent .v. freres, les ques naveint rens de lur purpartyes : e desicum vus ne poez mustrer ke avant ne apres entre eus del enter sang cele tere fut partye, demandom agarde e Jugement sy yl pussent ore dire ke cele tere fut partable.—*Warwyke.* Ceo est nostre bref de dreyt ; e nus volum averer ke cele tere est de dreyt departable, e ke ele ad este departie entre nos ancestres ; e demandom jugement.— *Ile.* Adire ke la tere fut departye entre les treis freres, de ceo ne deyt il benefiz aver ; par la resone ke yly furunt .vij. freres ; e si le .iiij. porterunt bref de renable partie ver lur freres par la resone ke la purpartye fut fet entre les treis, eus par tant ne avereyent nule partye sy yl ne porreyent mustrer ke la partye fut fet entre lenter sang : mes coe ne pount yl fere ; Jugement. E de autre part, Bonde purchasa ses tenemens de un W. ke les tynt par service de chevaler ; le quel Bonde aveit treis fiiz, A. B. C. : e apres la mort Bonde entra A. son fiiz, e tynt lenter a tote sa vye sanz ceo ke purpartye fut fet ; e le quel A. aveit .v. fiiz C. D. E. F. G. : apres la mort A., C. entra e tynt lenter &c. : e desicum la tere est a la commune ley, e yl ne pount mustrer ke la purpartye fut fete entre lenter sang, demandom Jugement &c. — *Warwyke* rehersa sa primere resone.—*Ile.* Jeo vus mustrey deus contraries ; si la purpartye fut fet [entre] eus par la resone ke le .iiij. freres ke furunt les freres Water ne pount purpartie

A.D. 1292. if the division was not made among the entire family which had a higher title, and if they now could have a division, it would follow that the land would be partible and not partible. Judgment.—*Howard.* Although Walter gave a part of his land to his brothers Geoffrey and John, it does not thereby follow that they received that land by law and as their purparty, but they received it as stranger purchasers.—METINGHAM. Then you mean to say that the land was not divided among them by law as their purparties: then traverse in that way. —*Howard.* Where tenements are partible by the custom of the country, as in Kent, if they were to demand their purparty of the heritage, and I were to say "Not "partible, ready &c.," I should not be received to say that, unless I were to shew why and state the cause; so in the reverse case, as in the present, where the tenements are governed by the common law, they will not be received to say "Partible, ready &c." without stating a cause.—*Warwick.* We will aver three things, viz. that the tenements are held in sokage, and that they are partible of right, and that they have been departed.—*Howard.* In reply to your assertion that the tenements are held in sokage, I tell you that it does not thereby follow that they are partible: for in some places, including the place where the tenements in demand are situate, as well the tenements holden in sokage as other tenements are governed by the common law. And as to your other assertion that they are partible of right, we tell you that we hold these same tenements of one Robert de C., which Robert held the same tenements by knight-service of Sir William de Valence; and we tell you that the ancestors of the said Robert who held these tenements by knight-service enfeoffed one Bonde, to hold of them at a certain sum by the year: and, after Bonde's death, his son Richard who had four brothers &c. entered, without making a division with his brothers: after Richard's death, Richard's son Adam

demander si la purpartye ne fut fete entre lenter sang A.D. 1292
ke est plus haut, e si eus porreyunt aver ore purpartye, issi ensuerreyt ke la tere serreyt partable e nent partable. Jugement. — *Houard.* Meskes Water dona une partye de sa tere a Geffrey e Jon ses freres, yl ne ensut[1] pas pur ceo ke yle resutrent cele tere de dreyt cum en purpartye, mes cum estranges purchasours.— METINGHAM. Dunke volez dire ke la tere ne fut pas departye entre eus de dreyt cum en nun de lur partyes: traversez dunke par la.—*Houard.* La ou tenemens sunt departables solum le usage du pays, sicum en Kent, si eus demandassent purpartye de heritage, e joe deyse nent partable prest &c., joe ne serrey nent ressu a cel dire sanz mustrey pur quey e sanz cause; aussi a contrario sensu par de sa, la ou les tenemens sunt a la commune ley, yl ne serrunt nent ressu a dire partables, prest &c., sanz cause. — *Warwyke.* Nus volum averer treis choses; ke les tenemens sunt tenuz en sokage, e ke yl sunt partables de dreyt, e ke ili unt este departies.—*Houard.* Qant a ceo ke vus dystes ke les tenemens sunt tenuz en sokage, a cel vus dyge ke yl ne ensut pas pur ceo ke yl sunt partables; kar en akun pays, e la ou les tenemens demandes sunt, aussi ben sunt les tenemens a la commune ley ke sunt tenuz par sokage cum autres. E qant al autre ke yl sunt partables de dreyt, vus dium ke nus tenum memes les tenemens de un Robert de C.; le quel Robert tynt memes les tenemens par service de Chevaler de Sire Willem de Valence; e vus dium ke les ancestres memes cety Robert ke ces tenemens tyndrent par service de Chevaler enfefferent un Bonde a tenir de eus par un certeyn par an, e, apres la mort Bonde, Ricard son fiiz ke aveyt .iiij. freres &c. entra sanz partye fere a ces freres; apres la mort Ricard, entra un Adam le fiiz

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[1] MS. asut.

A.D. 1292. who had two brothers, entered, without &c.: and never since have they been departed: therefore they can not be partible of right. And as to the statement that they were departed between Walter Geoffrey and John, we tellyou that it was not between the entire family: for they had four brothers who never had any part of the heritage; and we pray judgment if they can say that that was a rightful partition.—METINGHAM. It seems to us that by the feoffment made to Bonde by Robert's ancestor the tenements are not transferred from the common law to a special [or customary] law, unless you can shew that they have been since departed among the entire family.

Neyfty. § One A. brought a writ of Neyfty against B. and C., stating that they acknowledged themselves to be the vileins of D., ancestor of A., before so and so, Justices &c.—*Hyham* (for B. and C.). We ask if he avows this count.—*Este* said Yes.—*Hyham.* He has counted against them jointly, and has said that his father took the esplees of B. &c. jointly, such as fines for the marriage of their son and daughter; and thus he supposes that they jointly have a son and daughter; whereas they can not have a son and daughter jointly: and we pray judgment.—*Este.* This is an exception to the writ; therefore you can not now get to abate our writ. —*Hyham.* This is an exception to your bad count; therefore on your bad count you ought not to be answered.—*Este.* If we had counted against each severally, you would pray judgment of the variance between the writ and the count. And on the other hand, they jointly acknowledged themselves to be our ancestor's vileins; therefore we ought to count against them jointly. — *Hyham.* In the "Quo jure" and in the writ "De "rationabilibus divisis" you ought to count against several persons severally; so in the present case.—*Este.* What you say would be correct if we had offered suit;

Ricard ky aveyt deus freres sanz &c.; e unkes puys ne furunt departyes; par quey de dreyt ne pount estre partables. E a ceo ke yl unt este departies par entre Water Geffrey e Jon, nus vus dium ke ceo ne fut pas en le enter sanck: ke memes ceus aveyent .iiij. freres ke unkes rens aveyent del heritage; e demandom jugement sy yl pussent dire ke ceo fut renable partie. —METINGHAM. Yl nus semble ke par le feffement fet a Bonde par les ancestres Robert ne sunt pas les tenemens changes hors de la commune ley en la Especial ley si vus ne poet mustrer ke yl eyent este pus departyes en lenter sanc. A.D. 1292.

§ Un A. porta bref de Neyvete vere B. &c. ke conustrent estre les vyleyns D. ancestre A. devant teus Justices &c.—*Hyham* (pur B. e C.). Nus demandom sy yl voyle ce cunte.—*Este* dyt ke hoyl.—*Hyham.* Il ad cunte jointement veres eus, e dyt ke son pere prit les enples de B. &c. joyntement, cum de lur fiiz e fyle marier; e issi yl suppose ke yl unt fiiz e file en commun, par la ou eus ne pount aver fiiz e file en commun; e demandom jugement.—*Este.* Ceo est un excepcion au bref: par quey vus ne poet ore avenyr de nostre bref abatere.—*Hyham.* Ceo est un excepcion au vostre mauveyse cunte; par quey a maveys cunte ne devet estre respoundu. — *Este.* Si nus usum cunte severaument vere checun, vus demandriez jugement de la variance par entre le bref e le cunte. E de autre part, yl reconuseyent joyntement sey estre les vyleyns nostre ancetres, par quey nus devum cunter joyntement vere eus.—*Hyham.* En le quo Jure e en le bref de renable devisez vus devez cunter severament vere plusors; ausi par de sa.—*Este.* Vus deryez ben si nus Neyvete.

A.D. 1292. but we demand them by virtue of the acknowledgment &c.—*Hyham.* If one were dead, yet your writ would not abate; it follows then that you ought to count against each severally.

Debt. § Robert de Canteloe made a recognizance before Sir John de Metingham, Justice assigned &c., binding himself to pay twenty-four pounds to John de C. [by equal portions] at the feast of St. Michael and at Easter in the year &c. At the feast of St. Michael John sued out the "fieri facias" to the Sheriff &c.; and the Sheriff levied twelve pounds and paid them to him. And at Easter John again sued out a "fieri facias" to the Sheriff &c., directing him to levy out of Robert's chattels the remaining twelve pounds. Robert came to the Justice, and said that he had paid to John twelve pounds at the feast of St. Michael, and also, on such a day, the other twelve pounds; and that John in deceit of the court had sued out the writ to the Sheriff &c.—The Justices sent word to the Sheriff that he should stay the distress, and that he should attach John to be before the Justice &c. John came before the Justice, and was asked why, whereas he had been paid his debt, he sued out the writ to the Sheriff.—John asked what Robert had to shew the payment.—*Robert* said, See here a tally. —*John.* We think that a recognizance made in the King's Court is the highest matter transacted in Court; so we pray judgment if by a tally, which can be defeated by good law, he can defeat the recognizance.—METINGHAM. It may be that Robert had no clerk at hand; therefore answer if it be your deed or no.—*John.* Not my deed; ready to do &c. when &c.—*Robert.* Ready to aver, by those who were present when the tally was made, that &c.—On Monday the JUSTICE said, Robert, will you accept the averment? if not, we take it for granted. —John made his law, twelve-handed. Whereupon Robert was sent to prison for forging the tally.

usum tendu sute; mes nus les demandom par la reconisance &c.—*Hyham.* Si le un fut mort, uncore vostre bref ne se abbatereyt mye; dunke yl ensut ke vus devez cunter severament vere checun. A.D. 1292.

§ Robert de Canteloe fit une reconisance devant Sire Johan de Metingham, Justice assigne, de .xxiiij. livres ke yl payereyt a Jon de C. a la Seynt Michel e a la Paske le an &c. E a la Seynt Michel Jon suit le "fieri facias" a viconte &c.; le viconte leva le .xij. livres e luy paya. E a la Paske Jon suyt autres feez le "fieri facias" a le viconte &c. ke yl levereyt des chateus Robert les autres .xij. livres. Robert vynt a Justice, e dyt ke yl aveit paye .xij. livres a la Seint Michel e les autres .xij. aussy tel jor a Jon; e ke Jon en deseyte de la curt suyt bref a viconte &c.—*Les Justiciars* manderunt a viconte ke yl seserreyt de la destresse, e ke yl attachereyt Jon ke yl fut devant Justice &c. Jon vynt devant Justice, e fut aresone pur quey yl suyt bref a viconte par la ou yl fut paye de la dette.—*Johan* demanda quey yl aveyt de la paye.—*Robert.* Veez issy tayle.—*Jon.* Nus entendum ke reconisance fet en le court le Roy seyt la plus haute chose ke seyt en la curt; dunt demandom Jugement sy par tayle, ke put estre defet par bone lay, pusse cele reconysance defere.—METINGHAM. Yl put estre ke Robert naveyt nul clerc prest; e pur ceo responet: est ceo vostre fet ou nun.—*Jon.* Nent mun fet; prest a fere qant &c.—*Robert.* Prest de averer par seus ke furunt en present qant la tayle fut fete.—En lundi LA JUSTICE. Robert, volez reseivere le averement; e si vus le refuset la ley nus la tenums pur grante. Jon fit la ley ove sa .xij. meyn; par quey Robert fut agarde a prisone pur ceo ke yl fit la fause tayle. Dette.

A.D. 1292. Ael.

§ One A. brought a writ of Ael against B.—[. . .] (for B.). Sir, our grandfather did not die seised in the time of King Henry ; ready &c.—And the Inquest came and said that he did not die seised in the time of that King, but in the time of King Edward. And because it was found that his grandfather was seised since the time limited for the writ to recover . . .

Warranty of Charter.

§ One A. brought the Novel Disseisin against B.—B. answered to the Assise, and lost ; and then brought the "scire facias" against C., for that he recognized before the Justice that he would warrant.—*Scoter.* For all that we do not think that we ought to warrant ; for A. brought the Novel Disseisin against B. and said that he had committed disseisin ; and it was found by the assise that it was his own tort ; and we pray judgment if on his tort we ought to warrant.—*Kynge.* We brought a writ of Warranty of Charter against you, and you came into court and answered that we were not impleaded ; and you agreed to warrant when we should be impleaded, whenever that might be. And inasmuch as we have never since changed our estate, we pray judgment if you ought not to warrant.—METINGHAM. Some persons are of opinion that if you tortiously enter upon a tenement, and you afterwards speak so effectually with me that I make to you a charter of acquittance and warranty of that tenement, and you are afterwards impleaded, I ought not to warrant on your tort. On the other hand, even if he had agreed to warrant that tenement when you should be impleaded, and you were afterwards impleaded by writ of Novel Disseisin and did not bring a writ of Warranty of Charter before judgment given, you would not have satisfaction in value.—*Kynge.* It would have been well if he had not agreed to warrant when we should be impleaded : but inasmuch as he agreed to warrant, &c.—*Hertford.* If you vouch me to warrant against such an one, and I enter into warranty, and

§ Un A. porta bref de ael vere B. [. . .] (pur B.). Sire, ke C. nostre ael ne morut nent seysy en tens le Roy Henri, prest &c.—E lenqueste vint e dyt ke yl ne morut nent seysy en tens le Roy mes en le tens le Roy Edward: e pur ceo ke yl fut trove ke sun ael fut seysy pus la limittaciun deu bref a recoveryr[1] . . . . A.D. 1292. Ael.

§ Un A. porta la novele disseysine vere B.—*B.* Respundyt a la assise, e perdyt; e pus porta le "scire "facias" vere C. de ceo ke yl reconust devant Justice ke yl luy garantereit.—*Scotere.* Pur ceo nus entendum ke garrantir ne devuns, pur ceo ke A. porta la disseysine ver B., e dyt ke yl aveyt fet la Disseysine; e issi fut atteynt par le assise ke ceo fut son tort; e demandom Jugement si de son tort devum garantir. —*Kynge.* Nus portames bref de Garrantie de Chartre ver vus, e vus venistes seins e respundistis ke nus ne fumes pas empledes; e grantates a garrantir qant nus fusums empledes, quel oure ke ceo fut: e desicum nus ne ne changames unkes pus nostre estat, demandum Jugement si vus ne devez garantir.—METINGHAM. Akune gent voylent dire ke si vus entret torsenousement en un tenement, e pus vous parlez sy bel o moy ke jeo vus face chartre de aquitance e garantye de cel tenement, e pus vus seez enplede, ke joe de vostre tort ne dey garantir. E de autre part, tot fut yl yssi ke yl granta de garrantir cel tenement quant vus fusset emplede, e vus estes pus enplede par bref de novele disseysine, e vus ne portates nent bref de Garantye de chartre devant Jugement rendu, vus ne averet mie a la value.—*Kynge.* Ben serreyt sy yl ne ut conu ke yl garantereyt quant nus fusum emplede; mes desicom yl granta de Garrantyr &c.—*Hertford.* Si vus me vouchet a garrantye vere un tel, e joe entre en la garantye, Garantie de chartre.

[1] This sentence is apparently unfinished.

A.D. 1292. the demandant fail in his suit, and you be afterwards impleaded by another, can not you vouch me anew? You can. So in the present case.—*Scoter.* We ought not to warrant; because the writ of Novel Disseisin was brought against him, and he answered without clearing himself of the tort; and it was afterwards found by the Assise that it was his own tort. And on the other hand, if he is willing to say that the Assise made a false oath, he can have the Attaint; and if we are to make him recompense in value on that acknowledgment made in this court, and he were to bring the Attaint on the Assise, and they of the Assise were to be attainted, it would be adjudged that he should recover that which he had lost; and thus he would have what he had lost, and the value also: and we pray judgment. And on the other hand, we shall be no further bound by that grant, than if a Fine had been levied between us of the warranty: but if it were found by the Assise that it was his tort, and then he were to endeavour to recover the value by means of the Fine, we should not be bound to make to him, on his own tort, recompense in value. Neither shall we in the present case.—*Kynge.* The present case is not similar. And he rehearsed his first argument.

Mesne. § Walter de Cantelo brought a writ of Mesne against Theobald de Verdoun, for that he did not acquit him &c., whereas Richard de Bonevyle distreined him for homage &c.—*Warwick.* What have you to shew the liability to acquit?—*Kynge.* He is seised of our homage.—*Warwick.* Did Richard distrein you for your own homage or for our homage.—*Kynge.* We need not answer that; since you are seised of our homage, by virtue of which you ought to acquit us.—*Warwick.* Your writ states that we are the Mesne; say then if you are distreined for our homage.—METINGHAM. Answer if you are distreined for your homage or for Theo-

e cely seyt rebote de sa demande, e pus vus seyet emplede par un autre, ne moy voucheriez mie de novel? si freyt; ausi par de sa.—*Scotere.* Nus ne devum garantyr; pur ceo ke le bref de novele disseysine fut porte sur luy, e yl respondy sans sey devoluper del tort; e pus fut trove par lassise ke ceo fut son tort. E de autre part, sy yl veut dire ke la assise fyt faus serement, si pout yl aver lateynte; e si nus ly dussum fere a la value par cele reconisance fete seins, e yl portat len teynte sur la assise, e eus de la assise fussent ateynz, si serreyt agarde ke yl recovereyt ceo ke yl avereyt perdu; e issy avereyt yl ceo ke yl avereyt perdu, e la value aussi: e demandom Jugement. E de autre part, nent plus haut serum tenu pur cele grant ke ceo fyn se levat entre nus de la Garrantye; mes si trove fut par la assise ke ceo fut sen tort, e pus yl par la fyn voleyt aver la value, si ne seriom nent tenu de fere a la value de son tort: nent plus par de sa.—*Kynge.* Ceo ne est pas semblable: e rehersa sa primere resone. A.D. 1292.

§ Water de Cantelo porta bref de Meen vere Tebaud de Verdoun de ceo ke ly ne laquite &c., par la ou Ricard de Bonevyle ly destreint pur homage &c.—*Warwyke.* Quey avet de la quitance?—*Kynge.* Seysy de nostre homage.—*Warwyke.* Le quel vus destreynt Ricard, pur vostre homage demene, ou pur nostre homage.—*Kynge.* A ceo nest pas mester a respoundre; de pus ke vus estes de nostre homage seysy, par le quel vus nus devez aquitance.—*Warwyke.* Vostre bref veut ke nus seomus meen: dunt dystes si pur nostre homage eytes destreint. — METINGHAM. Responet si vus estes destreint par vostre homage ou pur le homage Tebaud. Meen.

A.D. 1292. bald's homage.—*Kynge.* As before. METINGHAM. Forasmuch as you are distreined for your own homage, and not for Theobald's homage, this Court adjudges that you take nothing by your writ, and be in mercy for your false plaint. Theobald, adieu &c.

Replegiare. § John de Weylonde brought the Replegiare against Philip Harneys. Philip avowed the taking as good; for the reason that Thomas de Weylonde held of him and Alice his wife fifty shillings of rent; and Philip and Alice came and granted and quit-claimed to Thomas these fifty shillings in consideration of one clove of gilliflower yearly, for all services; and Thomas left the country; wherefore the King had the year and day, or the year and waste which are the same thing; and we, after the year and waste, came to the Chancery and had (Note. The facts were that T. de Weylonde and Alice his wife were joint feoffees of a tenement, to hold of Piers (Philip?) Harneys and Alice his wife for fifty shillings by the year; and Philip and Alice his wife granted and quitclaimed to Thomas alone the fifty shillings of rent in consideration of one clove of gilliflower by the year: and thus Thomas was then his tenant of the fifty shillings of rent. Afterwards Thomas committed felony, embezzling the King's goods; whereupon &c.) a writ to the Escheator directing him to enquire if the fifty shillings of rent were held of Philip and Alice. And the Escheator found that the fifty shillings were held of Philip and of Alice; and he delivered seisin thereof to us. And for arrears of twenty-four shillings for one term we avow the taking good &c.—*Warwick.* And we pray judgment inasmuch as this writ is a Replegiare, in which he can not avow the taking except on the seisin of some person; and he can not shew that he was seised of this rent; so we pray judgment. On the other hand, he acknowledged that he released &c. for a clove &c.; so we pray judgment if he can demand more &c.

—*Kynge.* Ut prius.—METINGHAM. E pur ceo ke vus estes destreynt pur vostre homage demene, e nent pur le homage Tebaud, si agarde cete court ke vus ne prenget reens par vostre bref, e seez en la mercie pur vostre fause pleynte. Tebaud adeu &c. A.D. 1292.

§ Johann de Weylonde porta le Replegiare vere Phelip Harneys. Phelip avowa la prise bone, par la resone ke Thomas de Weylonde tynt de ly e Alyce sa femme .l. soudes de rente e Phelip e Alyce vyndrent e granterunt e quiteclamerunt a Thomas ces .l. soudes pur une clove de Gyloffre par an pur tot service; e Thomas se en ala ors de pays; par quey le Rey aveyt le an e le jor, ou le an e le wast, quod idem est, e nus apres le an e le wast venimes a la chancilerie e aviuns. (Nota casum. T. de Weylonde e Alice sa femme furunt joint feffe de un tenement a tener de Pers Herneys e Alice sa femme pur .l. souz par an, issi ke Philip e Alice sa femme granterunt e quite clamerunt soulement a T. les .l. souz de rente pur une Cloue de Giloffre par an, e issi fut T. sun tenant dunke de les .l. souz de rente: pus T. fit felonie, reseta le ben le Roy &c., par quey &c.) Bref a le Eychetor ke yl feyt enquere si les .l. souz furunt tenuz de Phelip e de Alice: e le Eychetor trova ke les .l. souz furunt tenuz de Phelip e de Alice, e yl nus livera la seysine: e pur les arrerages de .xxiiij. souz de un terme si avowum la prise bone &c.—*Warwyke.* E nus Jugement, desicum cety bref est un replegiare, en le quel yl ne put avower la prise si nun de akuny seysine e yl ne put mustrer ke yl fut seysy de cele rente; dunt demandom Jugement. E de autre part, il reconut ke yl relessa &c. pur un clowe &c.: demandom Jugement sy yl pusse plus demander. E de autre part, yl ne put Replegiare.

A.D. 1292. Again, he can not shew that he is seised except virtute officii; and we are in as tenants, from which tenancy he can not oust us except by writ of Escheat. So we pray judgment if he ought to be admitted to that avowry.—(I think that this argument is cogent.)

Replegiare. § John Tarbaud brought the Replegiare against T. de Berkeleye.—T. avowed the taking, by reason that he and his ancestors had held the hundred of Berkeley of the King in fee farm; in which hundred all those within the precinct of the hundred ought to come at two Law-days in the year to present Hue and Cry &c.; and it was presented that the presentors for the town of Hull had concealed Hue and Cry and shedding of blood; and for this concealment they were distreined; and thus we avow.—*Gislingham.* Have you power to try concealments?—*Inge.* The four neighbouring vills presented that concealment; and by a judgment of the hundred Court it was ordered that the concealors should be distreined to answer &c.—METINGHAM. We think that no one can try concealment except before a Justice in Eyre; and that by the criers.

Entry. § One Adam brought a writ of Entry against C. and D. his wife. C. made default after appearance. After this, D. came into court and prayed to be received &c., and showed that her husband's father gave the land to her and to her husband and to their heirs to be begotten; and she prayed aid of their issue. It was adjudged that she should not have any aid; for the reason that the husband, who was jointly enfeoffed with her, was still alive. (It would have been otherwise if he had not been alive.) And she vouched to warranty her husband, who was the heir of his father who enfeoffed them. And it was answered that she could not vouch her husband, inasmuch as he was tenant; and one can not vouch the tenant.—But the voucher was adjudged good; and stood.

nent mustrer ke yl est seysy si nun en nun de office; e nus sumus en tenance, de la quel tenance yl nus ne put oster si nun par bref de Eschete: dunt demandom Jugement si a tel avouerie deyt estre ressu. — Istam rationem teneo bonam. A.D. 1292.

§ Jon Tarbaud porta le replegiare vere T. de Berkeleye. T. avowa la prise, par la resone ke yl e ces ancestres unt tenu le hondred de Bercle a fee ferme du Roy; a quel hundred tous seus deins la purceynt de cel hundred deivent a deus lauedanes par an a presenter heu e cry &c.: e fut presente ke les presentors de la vyle de Hulle aveyt concele Hu e cry e sanck espandu &c.; e pur cele concelement furunt destreynt: e issi avowum. — *Gisinlinham.* Avez vus poer a detryer concelement?—*Inge.* Par la ou les .iiij. vyles procheyns presenterunt cele concelement, e par garde de cele hundred, fut commande ke yl fussent destreynt a respoundere &c.—METINGHAM. Nus entendum ke nul home ne put detrier concelement si nun devant Justice en eyre, e ceo par le criors. Replegiare.

§ Un Adam porta bref de entre vere C. e D. sa femme. C. fit defaute apres aparaunce. D. apres ceo vint en curt, e pria de estre ressu &c., e fit une demustrance ke le pere son Baron dona a ly cele tere e son barun e a lur heyrs de eus engendrez, e prie eide de lur issue: fut agarde ke ele ne avereyt nul eyde; par la resone ke le baron, ke fut joynt feffe ove ly, fut en pleyne vye: aliter si non. E ele voucha son baron a garrantye ke fut le heyr son pere ke les feffa: e fut respoundu ke ele ne pout voucher son barun, pur ceo ke yl fut tenant; e nul ne put voucher tenant: le voucher fut agarde. Et stetit. Entre.

A.D. 1292.

Annual rent.

§ One Leonard brought a writ of Annuity against the Prior of Winchester for one hundred and three pounds in respect of an annuity of forty marks by the year.—*Inge* (for the Prior). What have you to prove the annuity?—*Leonard* put forward a writing shewing that one W., the predecessor &c., had executed &c. with the assent &c.—*Inge.* Neither at the time of the execution of that writing, nor for a year before nor for a year afterwards, was there any Prior named W.; ready &c.—*Hyham.* You can not say that; for see here the deed of the Convent which testifies it.—*Inge.* Not the deed of the Convent; ready &c.—*Hyham.* You can not say that; for heretofore this same Leonard impleaded your predecessor Geoffrey, Prior &c., in Court Christian for the same annuity; and your predecessor compromised with him for one hundred pounds; and see here a deed which witnesses that.—METINGHAM. Answer to the allegation that your predecessor acknowledged the annuity when he compromised for one hundred pounds.—*Inge.* There is no need to answer as to an accessory, since we desire to overthrow the principal.—METINGHAM supported the averment that it was not the deed of the Convent.—And the other party said that it was; ready &c.—Therefore &c.

Entry.

§ A guardian brought a writ of Entry "dum fuit "infra ætatem" for so much &c.—*Inge.* He can not say that he was under age; for the reason that he enfeoffed us of the tenements on demand; and thereupon a Fine was levied between us; now no Fine can be levied unless the parties thereto be of full age; but inasmuch a sa Fine was levied, judgment.—METINGHAM. The Court contradicted itself: because, when the Fine was levied in respect of so much land &c., together with the reversion of so much which a woman held in dower, and when the woman was summoned by judicial writ to state what right she claimed in the tene-

§ Un Leonard porta un bref de annuele rente ver le Prior de Wyncestre de .C. e .iij. livres de .xl. mars par an.—*Inge* (pur le Prior). Quey avez del annuelete? —*Leonard* bota avant un escrit ke un W., predecessor &c., aveyt fet &c. par le assent &c.—*Inge.* Ke a la confeccion de cel escrit, ne un an devant ne un an apres, ny aveyt nul Prior W. par nun, prest &c.—*Hyham.* Ceo ne poet vus dire; ke veez la fet le covent ke le teymonye.—*Inge.* Nent le fet le covent, prest &c. —*Hyham.* Ceo ne poez dire; ke autre feez memes cety Leonard empleda Geffrey vostre predecessor, prior &c., en curt cristiene de meme cel annuele rente; e vostre predecessor acorda ove ly pur .C. livres; e veet issi fet ke le teymonye.—METINGHAM. Responet a ceo ke vostre predecessor conut cel annuelete qant yl acorda ove ly pur .C. livres.—*Inge.* Yl nest mester a respondre a le accessorie de pus ke nus volum defere le principal. —METINGHAM agarda le averement ke ceo ne fut nent le fet le covent.—E les autres ke yl fut; prest &c. —Ideo &c. A.D. 1292. Annuele rente.

§ Un Gayrdeyn porta bref de entre "dum infra "ætatem fuit" de tant &c.—*Inge.* Ceo ne put yl dire ke yl fut deins age; par la resone ke yl nus feffa de les tenemens demande; e sur ceo fyn se leva entre nus; e nule fyn se levera entre parties si eus ne seyent de pleyn age; e desicum fyn se leva, demandom jugement.—METINGHAM. La curt fut contrarius en sey; pur ceo ke qant la fyn se leva sur tant de tere &c. ensemblement ove la revercyon de tant ke une femme tynt en dowere, par la ou la feme fut summunz par bref de Jugement a conustre quel dreyt ele clama en le tenement ele vynt e clama franc tenement e la re- Entre

A.D. 1292. ment, she came and claimed a freehold and said that the reversion belonged to Thomas who was under age when &c., the Court decided that he was under age: therefore the Court contradicted itself: so it seems that the averment lies that he was under age.

Judicial writ of Occupation.

§ Sir Edmund de Mortimer brought a writ of Occupation against Sir Ralph Toune, for that he had occupied the homages of all the commot of C.—*Hyham.* He says that we have occupied the homages; but he does not state of what tenants, for instance of A. or of B. &c.: so we pray judgment if &c. to answer. — METINGHAM. If one enfeoff me of the manor of C. together with the homages, there is no need for him to specify the names of the tenants; so in the present case.—*Howard.* I will prove to you that he ought to give the names of the tenants; for we might be able to give a separate answer in respect of each of the tenants, saying You have granted to me the homages of the tenements, and of such an &c.; so we pray judgment.—*Hertford.* What you say would be correct if he demanded some of the homages and not the others: but he demands them [all] in general terms; so there is no need to name the tenants.—BEREFORD. This writ is like the writ of Novel Disseisin; but in the writ of Novel Disseisin he would only say "of his freehold:" and so in the present case it seems sufficient to say generally "of the homages of all the commot."—*Hyham.* The reason is because in the writs of Novel Disseisin and Nuper obiit and Nihil habet the View does not lie; but in this writ the View does lie. And on the other hand, where one brings a writ of Occupation for land, he ought to say for how much land: in like manner he ought to say "for the homages of such an "one and such an one. — METINGHAM. Plead over. — *Hyham.* Still, he ought not to be answered; for the reason that a third person is not joined in the writ:

vercyon apendeyt a Thomas ke fut al hore deins age qant &c., e la curt agarda ke yl fut deins age; par quey la curt fu contrarious en sey; dunt yl semble ke le averement igyst ke yl fut deins age. A.D. 1292.

§ Sire Edmund de Mortimer porta bref de occupacyon vere Sire Rauf Toune de ceo ke yl aveyt occupe les homages de tot le comot de C.—*Hyham.* Yl dyt ke nus avum fet occupacyon des homages; mes yl ne dyst nent de quel tenant, cum de A. ou de B. &c.; dunt demandom jugement si &c. a respundre. —METINGHAM. Si un home moy feffe de le maner de C. &c. ove les homages, yl nest mester ke yl especefie les nuns des tenants: ausi par de sa.—*Houard.* Jeo vus prefs ke yl convent nomer les nuns des tenants; ke nus poeymus doner several respunse pur chekun des tenaunz ke vus usset grante a moy les homages de les tenemens e de tel &c.: dunt demandom jugement. — *Hertford.* Vus deyset ben sy yl demandat partye des homages e partye nun; mes yl demande in genere; par quey yl nest mester de nomer les tenanz.—BEREFORD. Ceo est un bref cum un bref de novele disseysine; mes en le novele disseysine yl ne dirra fors "de libero tenemento:" ausi me semble par de sa des homages de tut le cummot in genere.—*Hyham.* Ceo est pur ceo ke en bref de novele disseysine e en le nuper obiit e un nichil habet ne gyt nule veue; mes en ceo bref gyst la veue. E de autre [part] la ou [hom] porte bref de ocupacyon de tere, sy deyt yl dire de tant de tere; aussy deyt yl dyre del homage de cely e cely.—METINGHAM. Dystes outre. —*Hyham.* Uncore ne deyt yl estre respundu; par la resone ke la terce persone neyt pas joynt en le bref; Bref de Jugement de Occupacyon.

A.D. 1292. for he who does the homage ought to be joined in the writ as well as he who receives it. And we pray judgment. — *John de l'Isle.* There is no need to join the third person; because she has done no wrong; whereas you have distreined them. It is wholly your tort. — *Kynge.* If the tenant do homage to one other than his lord, what wrong doth the receiver of it? None. Then the tenant does the wrong. Therefore he who performs the homage ought in this case to be named: and we pray judgment. — *Spigurnel.* We think that no one can be party in the writ of Occupation but he was party in the Original and against whom the demandant recovered by judgment in the Court &c. But Edmund was not party &c., nor did we recover against him by judgment; but we recovered against Maud de Mortimer. And we pray judgment.—*De l'Isle.* Was he not tenant by his warranty? He was: then he was party &c. And on the other hand, Maud was not seised of the homage, but Edmund was; and we think that no one can bring this writ besides he who was seised. Wherefore he may well be party to a writ of Occupation.—*Spigurnel.* The judgment was that we should recover against Maud, and that Maud should recover against Edmund; so that she was party, as to the judgment which passed between Ralph and Maud, and Edmund was not. But as to the other judgment which passed between Maud and Edmund, he was a party, (for there were two judgments) and not to the other judgment. So we pray judgment if he can be party to the writ of Occupation. — METINGHAM. When Edmund warranted to Maud, if Maud had died, would the writ have abated or not? Certainly not; because all [the right] would repose in his person even after Maud's death: it seems then that he was party. And on the other hand, when one recovers a tenement against another, and occupies more than is comprised in his writ, in that case the writ of Occupation lies: and if

kar cely ky fyt le homage devereyt estre ausi ben A.D. 1292.
joynt en le bref cum le resevur: e demandom jugement.—*Jon del Ile.* Yl neyt mester a joyndre la terce persone; pur ceo ke ele nad fet nul tort; par la ou vus les avez destreint: kar tot esse vostre tort.—*Kynge.* Si le tenant fet homage a autre ke a son seygnur, quel tort fet cely ke resseyt? nul: dunke le tenaunt fet le tort: par quey cely ke fet le homage devreyt estre icy nome: e demandom jugement.—*Spigornel.* Nus entendum ke nul ne put estre partye a la ocupacyon si nun cely ky fut partye a le oryginal, e vere ky le demandant recovery par jugement en la Curt &c.: mes Edmund ne fut nent partye &c., ne nus ne recoveramus vere ly par jugement, mes vere Maud de Mortimer: e demandom jugement.—*Ile.* Ne fut yl tenant par sa garrantye? sy fut: dunke fut yl partye &c. E de autre part Maud ne fut nent seysy del homage, eins fut Edmund; e nus entendom ke nul home ne porra porter ceo bref fors cely ke fut seysy: par quey yl porra estre ben partye a le occupacion.—*Spigornel.* Le jugement fut ke nus recoveramus vere Maud, e Maud vere Edmund: dunt ele fut partye qant a le jugement ke passa par entre Rauf e Maud, e nent E.: mes kant al autre jugement ke passa par entre Maud e Edmund, si fut yl partye, ke yly aveyent deus jugements, e nent al autre jugement: dunt demandom jugement sy yl pusse estre partye al ocupacion. —METINGHAM. Quant Edmund garrantist a Maud, si Maud hut devie, hut le bref abbatu ou noun? nanyl veyrs; pur ceo ke tout [le dreyt] reposereyt en la persone, e apres la mort Maud: dunke apert ke yl fut partye. E de autre part, quant home recovere tenement vere un autre, e yl ocupe plus ke neyt contenu en sun bref, la gist bref de occupacyon: e sy

A.D. 1292. he take the land of one other than the tenant named in the writ, in that case the Novel Disseisin lies. And on the other hand, when you say that Edmund was neither tenant nor party in the original writ, you assert what you wish: — for if Maud had made default, he would have been received to defend his right; therefore answer over.—*Hyham.* We brought our writ against Maud, and Maud prayed the View; we put in View the homages of the commot; and Maud, after the View was had, vouched to warranty Edmund le Mortimer, who entered into warranty; so he admitted that she was full tenant of what we put in our View; consequently, to the extent of what we put in the View, to that extent we recovered; and the Sheriff put us in seisin by the Inquest: so we pray judgment if he ought to be answered.—*De l'Isle.* In whatever manner the View was had, we say that he can recover no more than what he demanded by his original writ: but he demanded only one messuage and one carucate of land in Kerwent; and we will aver that these homages are not in Kerwent, but that they are in C.; and we pray judgment.—*Hertford.* If I demand a messuage with the appurtenances against you, and you pray the View, and I put in the View a messuage and a carucate of land, and you vouch to warranty, and the warrantor enter into warranty, he can not afterwards say that the tenant was not tenant of that carucate of land.—*De l'Isle.* We tell you that his ancestor did not die seised of the tenements whence the homages arise; but that one Howel and his brother Kerewent held those tenements of the King in chief; and this we will aver; and we pray judgment if they can say that the homages were appendant to that messuage &c., inasmuch as the tenements whence the homages arise were holden of the King in chief since the death of his ancestor.—*Hyham.* Admit that the View was made of the tenements whence the homages issue, and let us abide judgment. And

yl prent de autri tere ke de la tere le tenant[1] nome en le bref, la gyst la novele disseysyne. E de autre part, par la ou vus deites ke Edmund ne fut nent tenant ne partye au bref original, vus distes vostre talent; ke si Maud hut fet defaute, yl serreyt ressu a defendere son dreyt; dunt &c.: par quey responet outre.—*Hyham.* Nus portames nostre bref vere Maud, e Maud demanda la veue; nus meimes en la veue les homages de le commot; e Maud, apres la veue fete, voucha a garrantye Edmund le Mortimer, ke entra en le garrantye; dunt yl granta ke ele fut pleynement tenant de ceo ke nus meymes en nostre veue: par quey aussy enterement cum nus memes feymes la veue ausi enterement recoveramus; e le viconte nus myt en seysine par lenqueste: dunt demandom jugement sy yl deyt estre respundu.—*Ile.* Coment ke yl fit la veue, nus dyum ke yl ne pout plus aver ke ceo ke yl demanda par son bref original; mes yl ne demanda ke un mees e un carrue de tere &c. en Kerwent; e nus volum averer ke ceus homages ne sunt pas en Kerwent, eins sunt en C.; e demandom jugement.—*Hertford.* Si jeo demanda un mes o les apurtenances vere vus [e vus] demandet la veue, e jeo mette en la veue un mes e une carue de tere, e vus vouchet a garant, le garrant entre, yl ne put pas apres cel dire ke le tenant ne fu pas tenant de cele carrue de tere. —*Ile.* Nus vus dium ke son auncessore ne morut pas seysy de les tenemens de le queus les homages surdent, eyns un Houel e Kerewent son frere tyndrent seus tenemens en chef du Roy; e ceo volum averer; e demandom jugement sy yl pussent dire ke les homages furunt apendanz a cel mees &c., desicom le tenements dunt les homages surdunt furunt tenuz du Rey en chef pus la mort son ancestre.—*Hyham.* Grantez ke la veue fut fete des tenemenz dunt les homages surdent, e demorum en jugement. E de

A.D. 1292.

[1] MS. tenement.

A.D. 1292. on the other hand, bring your writ of Right, if you think it advisable.—METINGHAM. Admit or deny that the View was made of the tenements whence the homages issue; for on that point you must answer. — *De l'Isle.* The View was not made of the tenements whence &c.; ready &c. And, if the Court will permit, we will aver that Howel and Kerewent held in chief &c., and that his ancestor did not die &c. — METINGHAM. In this writ you can not plead so far on.— [*Hyham.*] We put in our View the tenements whence the homages issue; ready &c.—And the other side said the contrary.—Therefore &c.

In the Hereford Iter the Inquest said that the homages were put in their view: so it passed against E. le Mortimer.

A Fine stayed by the wife.

§ One Alice the wife of Lawrence de C. came into Court and prayed that a Fine might not be levied between Laurence her husband and Eustace de D. of the tenements whereof her husband and she were jointly enfeoffed by charter, viz. by the feoffment of one Robert, the father of her husband Laurence.—Laurence was called; and he came and said that he and his wife were joint feoffees.—THE JUSTICES asked why he granted the tenement to Eustace, to the prejudice of his wife. He answered that he had given notice to Eustace that they were joint feoffees. Eustace answered that Robert, the father of Laurence, leased that land to him for the term of twelve years; and that, after that lease, Robert never altered his estate, nor had Robert and Alice any estate by virtue of that charter; for before the charter and at the time of the execution of the charter Robert was continually seised; and that Eustace never attorned to them for his fealty or service; and this he will aver: and that after the death of Robert, Laurence, the son and heir of Robert, confirmed the term to Eustace, and afterwards released and quitclaimed

autre part, portet vostre bref de dreyt si vus quidet ke ben seyt.—METINGHAM. Grantez ou dediez ke la veue fut fete des tenemens dunt les homages surdent; kar la yl covent respundere.—*Ile.* Ke la veue ne fut pas fete des tenemens dunt &c., prest &c.: e sy la curt purra suffyr nus volom averer ke Houel et Kerewent tyndrent en chef &c., e ke son ancestre ne morut &c. —METINGHAM. Par cety bref vus ne poez tant avant pledyr.—[*Hyham*] Ke nus memes les tenemens en nostre veue dunt les homages surdunt, prest &c.—E loutre &c.—Ideo &c. A.D. 1292.

Inquisitio dicebat in itinere Herefordiensi quod homagia posita fuerunt in visu suo: ideo contra E. le Mortimer.

Impedimentum finis per uxorem.

§ Un Alyce la femme Lauerance de C. vynt en la curt e pria ke nul fyn se levat par entre Lauerance son baron [e] Eustace de D. de le tenement dunt son baron e ly par chartre furunt joynt feffe par le feffement un Robert pere Lauerance son barun.—Lauerance fut demande; ke vynt e dyt ke luy e sa femme furunt joynt feffe.—LES JUSTICES demanderunt pur quey yl granta a Eustace le tenement en prejudis de sa femme: yl respundyt ke yl garnyt a Eustace ke eus furunt joynt feffez. Eustace respundy ke Robert pere Lauerance ly bayla cele tere a terme de .xii. anz, e ke Robert pus cel les ne changa unkes son estat, ne par cele chartre ke yl unt Lauerance e Alyce estat ne aveyent; kar devant le chartre e en la Chartre touz jours Robert fut seysy, e morut seysy, ne Eustace unkes ne se atorna a eus de sa feute ne de son service; e ceo veut yl averer: e apres la mort Robert, Lauerance fiiz e heyr Robert conferma a Eustace le terme, e pus ly relessa e quiteclama tot sun dreyt &c.,

A.D. 1292. to him all his right &c., and granted to him six shillings of rent, which descended to him from his father's side, and the reversion of eight acres of land which a woman held in dower; so that he (Laurence) and Alice never had any estate by virtue of the feoffment; ready &c. — *Alice.* Robert enfeoffed us of the twelve acres and of six shillings of rent with the reversion, ready &c.—*Hertpol* (for Eustace). How seised?—*Asseby* (for Alice). Robert put us in seisin, and we carried off the crops; ready &c. — *Hertpol.* You could not have had seisin except in two ways, viz. either Eustace must have changed his estate, or you must have seised of his fealty and of his service; but Eustace never changed his estate and never attorned to you &c., ready &c.—*Asseby.* We had peaceable seisin at the hand of Robert; ready &c.—Therefore to the country.

Escheat. § William Dyx brought a writ of Escheat against John de Bray, and demanded one messuage and two carucates of land as his right and his escheat; for the reason that one Geoffrey held these tenements of him on the day when he (Geoffrey) committed a felony for which he was outlawed.—John said that he (Geoffrey) was not tenant of that land on the day when he committed felony, and William said the contrary.—THE INQUEST came and said that the said Geoffrey committed a felony in such wise that it was not publicly known; and that after the felony Geoffrey came to his father, who was tenant of that land, and they came to an arrangement whereby Geoffrey received that land by gift from his father John, upon the terms of his finding for him sustenance for the term of his life: and that soon afterwards the felony became known; and that Geoffrey perceived that he should be disgraced if he remained longer in the country, and came to the said John, and sold that land to him; and with regard to that the Inquest deferred to the opinion of the Justices.

e luy granta .vj. soz de rente ke luy descendy de par son pere, e la revercyon de .viij. acres de tere ke une femme tynt en dowere; yssy ke yl e Alyce unkes estat ne aveyent par le feffement; prest &c.—*Alyce.* Ke Robert nus feffa de le .xij. acres de .vi. soz de rente ove la revercyon, prest &c.—*Hertpol* (pur Eustace). Coment seysy?—*Asseby* (pur Alyce). Robert nus myt en seysine, e nus enportames les bleez; prest &c. —*Hertpol.* Seysine ne porriez aver si nun par deus veys, ceo est a saver, ou ke Eustace ut change son estat, ou ke vus usez este seysy de sa feute e de son service; mes Eustace ne changa unkes son estat ne unkes ne atorna a vus &c. prest &c.—*Asseby.* Ke nus avium peysyble seysine par Robert; prest &c.—Ideo ad patriam. A.D. 1292.

§ Willem Dyx porta bref de Eschete vere Jon de Bray, e demanda un mees deus carues de terre cum son dreyt e sa Eschete; par la resone ke un Geffrey memes ces tenemens tynt de ly le jour ke yl fit felonye pur la quele yl fut utlage. E Jon dyt ke yl ne fut nent tenant de cele tere le jour ke yl fit la felonye: e Willem la revers.—LENQUESTE vynt e dyt ke memes cely Geffrey fit une felonie telement ke yl ne fut nent apersu en pays; e apres la felonie fete Geffrey vynt a son pere, ke fut tenant de cete tere, e yssy entreparlerunt ke Geffrey ressut cele tere de le don Jon son pere ayteles ke yl luy trovast sustenance a terme de sa vye; e tot apres le felonie sey decoveryst; e Geffrey apersut ke yl serreyt hony sy yl demorast plus longement en pays, e vynt a meme Jon, e luy vendyt cele tere; e de ceo se myst lenqueste en descrecyon de Justice.—METINGHAM. E pur Eschete.

A.D. 1292. —METINGHAM. Inasmuch as all those who are of his blood would be barred from demanding through him who committed the felony, in like manner every assign ought to be barred from defending the right to tenements which have come from the hands of felons; and it is found by the Inquest that Geoffrey was seised after the felony was committed. And inasmuch as felony is such a poisonous thing that it spreads its poison on all sides, this Court adjudges that William do recover his seisin, and that John be in mercy for the tortious detinue.

Replegiare. § One Bellet brought the Replegiare against Robert de Tayle the elder. — *Robert* avowed the taking to be good, by reason that he and his ancestors held the hundred of C. in fee farm of the King, and that the tenement where the taking was made was within the precinct of the hundred; and which tenement was charged with a suit, whereof our father was seised, and we also, by the hand of Roger de la Sale and other tenants of that tenement; and this (Bellet) has been for three years tenant of that tenement without doing the suit; and for the default of that suit for three years he (Robert) avows the taking, &c.—*W. Bellet.* We tell you that Roger de la Sale was only a termor; so we pray judgment if you can avow a distress by virtue of his charge. — *Robert Tayle.* We say that Roger had espoused one A. whose inheritance that tenement was; and Roger did the suit for himself and his wife; and thus, he (Robert) avows the taking &c. —*Bellet.* He was single when he did suit; ready &c. —Therefore &c.

Novel disseisin. § Isabel brought an assise of Novel Disseisin against one Alice, for that she had approved by Statute ten acres &c. and she (Alice) thereof had disseised her &c.

ceo ke touz seus[1] ke sunt du sank serreyent forclos a demander par my cely ke fyt felonye, issi deyt checun assygne estre forclos a defendre les tenements ke sunt yssus ors des meyns des felons; e esteynt par Enqueste ke Geffrey fut seysy pus la felonye fete. E pur ceo ke felonye est sy venymouse chose ke ele envenime de tote pars, si garde cete curt ke Willem recovere sa seysine, e Jon en la mercy e pur la torsenouse destenu. A.D. 1292.

§ Un Bellet porta le replegiare vere Robert de Tayale le Eyne.—*Robert* avoua la prise bone, par la resone ke ly e ces ancestres tyndrent le hundred de C. a fee ferme du Roy, e cel tenement ou la prise fut fete est deinz le purceynte de cel hundred; le quel tenement est charge de une sute de la quele nostre pere fut seysy, e nus par my la meyn Roger de la Sale e autres tenanz de cel tenement; e cety sy ad este treis anz tenant de cel tenement sanz fere la sute; e pur defaute de cel sute de treis anz sy avoue la prise &c.—*W. Bellet.* Nus vus dium ke Roger de la Sale ne fut ke termer; par quey demandom jugement si de sa charge pussez destresse avouer.—*Robert Tayle.* Nus dium ke Roger aveyt espose un A., ky heritage cel tenement fut; e Roger pur ly e sa femme fyst la sute; e issy avoue la pryse &c.—*Bellet.* Soul qant yl fit la sute, prest &c.—Ideo &c. Replegiare.

§ Isabele aramy un assise de novele disseysine vere un Alyce de ceo ke ele aveyt aproue par le estatut[2] .x. acres &c. e ele de ceo luy disseysy &c. Alyce re- Novele disseysine.

[1] MS. seyns.

[2] 20 Hen. III. (Merton) c. 4.

A.D. 1292. Alice answered that her ancestor was seised of the manor of C. and of the manor of F., and that he enfeoffed one Robert of the manor of F. in consideration of two shillings by the year, with a condition that he was to have common of pasture with the appurtenances in the said manor, and that Robert was not to approve any part of the pasture without the consent of him or his heirs; and whereas Isabel attempted to approve ten acres of the pasture to the disherison of A., she being lady [of the manor], and in opposition to the terms of the aforesaid feoffment &c., therefore she disturbed her in approving the ten acres &c.; thus she has committed no tort; and she prays that it may be enquired of by the Assise.—THE ASSISE said just the same, viz. that she was not at liberty to approve without the consent of &c. And the parties were adjourned to the Bench to hear their judgment.—And, on the day appointed, *Hugh de Louther* (for Alice) prayed judgment on the footing of what the Assise had said.—*Isle.* We say that we were seised of the manor with the appurtenances; so the fee and the right repose in the person of Isabel: so we pray judgment if, inasmuch as Alice has only an easement of pasture, she (Isabel) can not approve by Statute.—*Louther.* Your argument would be good if we were your tenants, or if we were your neighbours: but we have a higher estate, seeing that the manor is holden of us by such a service, and that the pasture is appendant to the manor, and no tenant holding in that way can approve without our assent: and we pray judgment.—*Isle.* We say that we hold the manor of her by such a service, and so she has only the fee in service; and the fee &c. repose in our person &c.—METINGHAM. The Statute does not operate so extensively that you who are tenant can approve against the lord.—*Isle.* The custom which he alleges in his favour was the common law before the Statute of Merton, every one then having common, and the tenant

spundy ke son auncestre fut seysy de le maner de C. A.D. 1292.
e de le maner de F., e yl feffa un Robert del maner de F. par deus soz par an, yssy ke yl ut commune pasture en tel maner ove les apendanz, e ke Robert ne dut approuer de la pasture nule ren sanz gre fere a ly e ces heyrs; e par la ou Ysabele voleyt aver aproue a ly .x. acres de la pasture en desheritance de A., par la ou ele est seygnur, e encontre le feffement avandist &c., e issi la desturba ele de aprouer les. x. acres &c.; e yssi yl nad nul tort fet; e prie ke ceo seyt enquis par la assise.—LE ASSISE dyt tut issy ke ele ne dut aprouer sanz fere gre &c.: e sunt ajornyez en banc a oyer lur Jugement. Al quel jor *Hue de Louyere* pur Alyce pria Jugement solum ceo ke la assise aveyt dyt.—*Ile.* Nus dium ke nus fumus seysy del maner od les apurtenances; dunt le fee e le dreyt &c. repose en la persone Isabele: dunt demandom jugement si ele ne pusse sey aprouer par estatut, desicum Alice nad rens si nun esement de pasture.—*Louyere.* Vus deysez ben si nus fusums vos tenanz, ou si nus fusoms vostre veysyn; mes nus avum plus haut estat, pur ceo ke le maner est tenu de nus par teu service, e la pasture apendant a nostre maner, e ke nul tenant de cele tenure se fut aprouer sanz nostre gre; e demandom jugement.—*Ile.* Nus dium ke nus tenums de ly le maner par teu service, e yssi ke ele nad ke fee en service; e le fee &c. repose en nostre persone &c.—METINGHAM. Lestatut ne euere nent tant avant ke vus ke estes tenant vus poez aprouer vere le seygnur.—*Ile.* Le usage ke yl allegge pur ly fut commune ley devant lestatut de Mertone; par la ou checun home pout communer, e le tenant pout destur-

A.D. 1292. being able to prevent the lord from approving: but that common law is altered by the Statute of Merton which allows the lord to approve against his tenant; and by the Statute of Westminster (second) neighbour may approve against neighbour. And inasmuch as we are the lord of the manor, we pray judgment if we are not at liberty to approve.—*Louther.* We pray judgment, as before.

Formedon. § T. Pinke brought a writ of Formedon against B. de C. for one carucate of land &c., and against C. de F. for ten pounds issuing from the same land, which one A. gave to B. his mother &c., and which ought to descend to him &c.—*Hyham* (for C.) said that he ought not to be answered on this writ; because, said he, we prayed the View of the land whence the rent issues, and he granted us the View of the land whereof B., who is impleaded by this writ, is tenant; and we pray judgment if he ought to be answered, inasmuch as he demands the land whence the rent issues, and likewise the rent.—*Louther.* We demand against you ten pounds of rent whereof you deforce us, and you do not deny it. And on the other hand, you are a total stranger to the tenant.—METINGHAM. If you were to recover the land and the rent, and your rent were to be in arrear, on whom would you distrein? On yourself? That would be inconvenient.—*Kynge.* When it comes to that, we shall be well off. On the other hand, the tenant can give a several answer in respect of his tenancy: therefore we pray that he may answer.—METINGHAM. Answer for yourself, as to your deforcing him; and the tenant shall answer in respect of his tenancy.

Ne quis contra formam. § One Adam brought the "Ne quis contra formam feoffamenti distringat" against B.—*B.* Sir, whereas he says in his writ "that no one by reason of his tene-"ments," he supposes that B. is tenant of the tenements: but we tell you that B. does not hold the

ber le seygnur de sey aprouere; la quele commune ley est defete par Mertone, ke ben lyst a seygnur sey aprouer vere sun tenant; e par Westminstre le .ii. veysyn encontre veysyn; e desicum nus sumus seygnur du maner, demandom jugement sy ben ne lyst a nus de aprouer &c.—*Louyere.* Jugement cum avant. A.D. 1292.

§ T. Pinke porta bref de forme de don vere B. de C. de une carrue de tere &c., e vere C. de F. de .x. livres issanz de meme cele tere, ke un A. dona a B. sa mere &c., e a luy deyt descendere &c. — *Hyham* (pur C.) dyt ke yl a ceo bref ne deyt estre respundu; pur ceo ke nus demandames la veue de la tere dunt la rente muyt, e yl nus fit la veuue de la tere dunt B. est en tenance ke est emplede par cety bref; e demandom jugement sy yl deyt estre respundu, desicum yl demande la tere dunt la rente must e la rente aussy. — *Louyere.* Nus demandom[1] vere vus .x. livres de les queus vus estes nostre deforsour, e vus ne le dedystes nent. E de autre part, vus estes tot estrange a le tenant.[2]— METINGHAM. Si vus usez recovery la rente e la tere, e si vostre rente vus fut arere, sur ky freyez vus la destresse? sur vus memes? ceo serreyt inconvenient.—*Kynge.* Qant a ceo vendra, nus frum ben. E de autre part, le tenaunt purra doner several respunce de sa tenance: par quey nus pryoms ke yl respoinge.—METINGHAM. Responet pur vus memes de ceo ke vus estes son deforsour; e le tenant respundera de sa tenance. Forme de don.

§ Un Adam porta le "Ne quis contra formam feoffamenti distringat" vere B.—*B.* Sire, par la ou yl dyst en son bref "ne quis occasione tenementorum suorum," sy suppose yl ke B. est tenant del tenement; mes nus vus dyom ke B. ne tent nent les Ne quis contra formam.

[1] MS. demandom jugement. | [2] MS. tenement.

A.D. 1292. tenements, but that another does. So we pray judgment of the writ: for the writ lies always between the lord and him who is tenant of the tenements. Judgment &c.—*Hyham.* Will you answer to only one word in the writ? Answer if he does or does not hold of you the tenements where the distress was made.—*Plays.* As before. Judgment of the writ.—METINGHAM. Answer if he does or does not hold of you.—*Plays.* Sir, there is no need to do so, since he is not tenant of the tenements.—METINGHAM. He is sufficiently tenant as to you, if you claim anything in his services: therefore say if you claim anything in his services or not.

Recordare. § Note, per METINGHAM. Where a cause is stated in the Pone or the Recordari, and the cause is false, the Sheriff is to let the Recordari lie, and is not to return either the Recordari or the Process. And if the cause be true, then he is to return the process with the plea.—In the case in question the Sheriff returned the Recordari, and made an indorsement that the cause was false.—*Hyham.* The Sheriff has returned &c. Sir, we will aver that he has made a false return; ready &c.: and we pray the "sicut alias," and that the Sheriff may be punished.—METINGHAM. The Sheriff had no writ: he ought to have let the writ lie, when the cause was false.—*Hyham.* We pray the "sicut "alias."—METINGHAM. You shall not have it.—*Hyham.* We had it granted here in the plea between &c.—METINGHAM. It was granted erroneously. So go to the Chancery, and there pray your "sicut alias;" for we have no power to grant it in the absence of an original. —Notwithstanding, he granted the "sicut alias" directly. —And note that, if the plea be in the Bench, the parties will plead without trying the cause; so that it will not be returned.

Writ of Dower. § Maud brought a writ of Dower against W. de Lues; and demanded the moiety of two carucates of

tenemens, mes fet un autre; dunt demandom jugement du bref; ke le bref gyst tote veyrs entre le seygnur e cely ke est tenant des tenemens. Jugement &c.—*Hyham.* Ne volez vus respundre fors a un mot del bref? responet sy yl tent les tenemens de vus la ou destresse fut fete ou nun.—*Plays.* Ut prius. Jugement du bref.—METINGHAM. Responet sy yl tent de vus ou nun.—*Plays.* Sire, a ceo nest mester, de pus ke yl neyt pas tenant de les tenemens.—METINGHAM. Aseez est yl tenant qant a vus, si vus clamet rens en ces services: e pur ceo dytes si vus clamez rens en ces services ou nun. A.D. 1292.

§ Nota par METINGHAM. La ou cause seyt mis en le pone ou recordare, ke si la cause seyt fause ke le viconte lessera le recordare dermur, ne resturnera pas le recordare ne le proces; e si la cause seyt verreye, dunke retornera[1] yl le proces ou la parole.—Le Viconte en ceo retorna le recordare, e endossa ke la cause fut fause. —*Hyham.* Le Viconte ad retorne &c. Sire, nus volum averer ke yl ad fausement retorne; prest &c.: e priom bref sicut alias, e ke le viconte seyt puny.—METINGHAM. Le Viconte ne saveyt nul bref; ke yl devereyt aver lesse le bref dormir[2] qant la cause fut fause.—*Hyham.* Nus priom le "sicut alias."—METINGHAM. Vus ne averet nul.—*Hyham.* Nus le aveymus grante seins en le cas par entre un tel e un tel.—METINGHAM. Ceo fut malement grante: e pur ceo alez a la chancellerye e priez la vostre "sicut alias;" kar nus ne avum nul garrant a ceo fere sanz original. Ne ke dent yl granta le "sicut "alias" a dreyt. Et nota si la parole seyt en Banc, yl plederunt sanz detrier la cause, issi ke ele ne serra nent retorne. Recordare.

§ Maud porta bref de Dowere vere W. de Lues; e demanda la meyte de deus carues de tere cum son De Dote. Bref de Dowere.

[1] MS. recovera. | [2] MS. donur.

A.D. 1292. land, as her dower, on the endowment of Richard de Hertwelle.—*William de Lues.* We hold only one carucate of land &c.; and of that we will render to her the third part.—*Gosefeld.* Full tenant of the subject of our demand; ready &c. And we tell you that we ought to be endowed of a moiety, by reason that all the widows before us have been endowed of a moiety &c.—*Warwick.* We vouch to warranty Robert, son and heir of Richard de Hertwelle, whose body &c. are in ward to this Maud and her husband John, together with the manor of C. which is bound to warranty.—METINGHAM. Your voucher is bad. Vouch either the manor or the heir. —*Warwick.* We vouch to warranty Maud and John as tenant of the manor C. which is bound to warranty.—*Gosefeld.* We were endowed of the moiety of the manor; and afterwards we demanded the moiety of the manor of L. against A., who vouched Robert, the son of Richard, whose body &c., who warranted, and delivered to us the other moiety, in satisfaction of our demand against [A.]; and, in order to eloign us from our dower, they vouch &c.—*Hertford.* Your conclusion is good to bind them to warranty.—METINGHAM. Let the lady be summoned.

Writ of Mesne.

§ One A. brought a writ of Mesne against B., by reason that one C. demanded from him twenty shillings, by way of aid for the marriage of his daughter, and distreined him &c. — *Scrop.* What have you to shew acquittance?—*Plays.* We hold of you by knight service; which service draws to itself aid to marry a daughter: and you have acquitted us of Escuage, which is principal; judgment if you ought not to acquit us of Aid which is dependent &c.—*Scrop.* You say that tortiously we do not acquit you of the service which C. demands from you, to wit Aid &c.: and you admitted just now that Aid was not a service, but an appendant of Escuage: so we pray judgment if &c. And on the

dowere, de le dowement Ricard de Hertwelle.—*Willem de Lues.* Nus ne tenum ke une carue de tere &c.; e de ceo nus la grantom la terce partye.—*Gosefeld.* Pleinement tenant de nostre demande, prest &c.: e vus dium ke nus devum estre dowe de la meite, par la resone ke tote les dames devant nus unt este dowe de la meyte &c.—*Warwyke.* Nus vouchum a garrantye Robert fiiz e heyr Ricard de Hertwelle, ky cors &c. sunt en la garde cete Maud e Jon son baron, ensemblement ove le maner de C., ke est oblige a la Garrantye.—METINGHAM. Vostre voucher est maveys: ou vouchez le maner ou le heyr. — *Warwyke.* Nus vouchum au garrantye Maud e Jon cum tenant del maner de C. ke est oblyge a la Garrantye.—*Gosefeld.* Nus fumes doue de la meyte del maner; e pus nus demandames la meyte du maner de L. vere A., ke voucha Robert fiiz Ricard ky cors &c., ky garrantyst, e nus bayla lautre meyte en alouance de nostre demande vere [A.]; e issi en aloinant nus de nostre douere sy vouchent yl &c. — *Hertford.* Vus fetes bone conclusion de eus lier a la garrante.—METINGHAM. Seyt la dame summonz. A.D. 1292.

§ Un A. porta bref de meen vere B., de ceo ke un C. luy demande .xx. soz, en ayde de sa fyle marier, e luy destreint &c.—*Scrop.* Quey avez del aquitance?—*Plays.* Nus tenum de vus par service de Chyvaler; le quel service tret a sey eyde [pur] fyles marier. E vus nus avez aquite del Escuage ke est principal; Jugement si vus nous ne devez aquiter del eyde ke est dependant &c.—*Scrop.* Vus distes ke atort ne vus quitom de service ke C. vus demande, ceo est a saver ayde &c.: e vus conuysez ore par meimes ke eyde &c. neyt pas service, mes apendant de Escuage: dunt demandom jugement sy &c. E de autre part, yl ne ad rens dunt De Medio.

A.D. 1292. other hand, he has nothing whereby he can bind us to acquittance. Judgment.—*Plays.* We tell you that you have acquitted us of Escuage, which is the principal; so we pray judgment if you ought not to acquit us of the accessory.—*Scrop.* Sir, we tell you that he himself has since done suit at the court of D. de C.; so we tell you that, as he has charged the tenement, we ought not to acquit to him.—*Plays.* You have nothing to do with that charge; for you are not impleaded for the acquittance of that suit.—METINGHAM. Admit that you have acquitted him of the Escuage.—*Scrop.* We enfeoffed him in consideration of Homage and Escuage, and so that he should do the other services to the chief lords &c. And inasmuch as by the feoffment he is charged with these services, we pray judgment if we ought to acquit you of that service, in opposition &c. —*Aunger.* Admit that you have acquitted him of the Escuage. — *Scrop* admitted it; and he rehearsed his last argument, and prayed judgment.—*Louther.* He has admitted that he has acquitted us from Escuage, which is the principal; and to have Aid to marry his daughter is appendant to Escuage: and we pray judgment if he ought not to acquit us.—*Scrop.* I prove to you that Aid is not accessory to Escuage: for an accessory follows the principal; and if you had the King's writ to levy the Escuage, then, according to your argument, you might levy the Aid: which is false. And on the other hand, that which is of a greater degree of certainty is of a higher nature. But Aid is certain, because where the land is worth twenty pounds, twenty shillings shall be given for Aid; but Escuage is sometimes more and sometimes less, and thus is uncertain; therefore we think that Aid is not an accessory.—METINGHAM. I prove to you that Aid is not an accessory; for if one holds of you twenty librates of land, and you are about to distrein him for Aid to make your eldest son a knight, and he can show that none of your ancestors was ever

yl nus pusse lyer a la quitance. Jugement.—*Plays.* A.D. 1292.
Nus vus diom ke vus nous avez aquite del Escuage ke est principal; dunt demandom jugement si vus nus ne devez aquiter del accessorye.—*Scrop.* Sire, nus vus diom ke yl memes ad fet pus sute a la curt D. de C.; dunt nus vus diom ke pus ke yl ad charge le tenement, ke nus ne le devum aquiter.—*Plays.* De cele charge navez ke fere; kar del aquitance de cele sute neytes enplede.—METINGHAM. Grantez ke vus ly avez aquite del Escuage.—*Scrop.* Nus ly feffames pur homage e pur Escuage, issi ke yl freyt les autres services a chef seygnurages &c.; e desicom yl est charge de ses services par le feffement, demandom jugement sy de cel service vus devum aquiter encontre &c.—*Anger.* Grantez ke vus ly avez aquite del Escuage.—*Scrop.* le granta; e rehersa sa drenere resone, e demanda jugement.—*Louyere.* Yl ad grante ke yl nus ad aquite del escuage ke est principal; e ceo est apendant a le Escuage, de aver eyde de sa fyle marier &c.; e demandom jugement sy yl nus ne deyt aquiter.—*Scrop.* Jeo vus prus ke eyde neyt pas accessorye a Escuage; kar accessorye ensut le principal; e si vus usez le bref le Roy a lever le Escuage, dunke, a ceo ke vus dytes, sy porrez vus lever le eyde; quod falsum est. E de autre part, ceo ke est plus certeyn est plus haut en sey: mes eyde est en certeyn, pur ceo ke de .xx. livere de tere lem dora .xx. soz en eyde; mes Escuage est alafez plus, alafeez meyns, e issi est en nun certeyn; par quey nus entendom ke eyde ne est pas accessorye. —METINGHAM. Jeo vus prus ke eyde neyt pas accessorye; ke si home tent de vus .xx. liveres de tere, e vus ly volez destreindre de aver eyde de fere vostre fiiz eyne Chivaler, e yl pusse mustrer ke nul de vos ancestres ne fut unkes chyvaler, jeo crey ke vus ne

A.D. 1292. a knight, I think that you can not avow the taking: therefore &c.—*Hertford.* If you were about to marry your daughter, and you were to distrein him, and he were to pay you, and then C. were to distrein him, would you acquit him or not? I think that the law wills that you ought to acquit of those services whereof you yourself are seised.—METINGHAM. Do you claim anything in these services, or not?—*Scrop.* To that there is no need to &c.—METINGHAM. It would be wrong if you and also some one else were to have the services from a single tenant. Await judgment.—*Scrop.* If that is not enough, we have something else to say.—*Louther.* You have answered to the action; therefore you shall not get to any other answer.—METINGHAM. What you have said, is to the action, as I am advised.

Entry. § One John le Chepmon brought a writ of Entry against John de Walingford and Richard de Walingford for ten acres of land which he leased to Ralph de Graham for a term &c. John and Richard made default after default; so they were on the point of losing that land; then, one Robert de Willysleye came into court, before judgment was given, and prayed to be received to defend his right, because the land was holden of him at its full value &c.—*Tylton* (for John le Chepman). He ought not to be received; because the fee and the right repose in the persons of John and Richard, tenants &c.; and he claims only a service; and he can distrein in his fee if any service be in arrear to him: and we pray judgment.—*Asseby.* They held at the full value; and so we have all the profit; they would not mind losing the tenement: so it seems to us that we ought to be received.—*Tylton.* If he desire to be received, let him show by virtue of what he ought to be received.—*Asseby.* Ralph de Graham enfeoffed us of these services together with

poez la prise avouer: par quey &c.—*Hertford.* Si vous vouset vostre file marier, e vus ly usez destreint, e yl vus ut paye, e pus C. luy destreint, le aquiteret vus ou nun? Jeo enteng ke ley veut ke vus luy devez aquiter de ces services dunt vus memes estes seysy.—METINGHAM. Clamet vus rens en ces services ou nun? —*Scrop.* A ceo ne est mester &c.—METINGHAM. Tort serreyt si vus avierez les services e un autre ausi de un soul tenant: entendet vos jugements.—*Scrop.* Si ceo ne suffyst, nus dirrum autre chose.—*Louyere.* Vus avez respundu al accyon; pur quey vus ne avendrez a autre respuns.—METINGHAM. Ceo est al accyon, sicom moy est aviz. A.D. 1292.

§ Un Jon le Chepmon porta bref de entre vere Jon de Walingford e Ricard de Walingford de .x. acres de tere ke yl lessa a Rauf de Grauham a terme &c.—Jon a Ricard firent defaute apres defaute; par quey eus furunt en poynt de perdre cele tere; dunke vynt un Robert de Willysleye en curt, devant Jugement rendu, e pria de estre ressu a defendre son dreyt, pur ceo ke la tere est tenu de ly pur la verey value &c.—*Tyltone* (pur Jon le Chepmon). Ressu ne deyt yl estre; pur ceo ke le fee e le dreyt resposa en les persones Jon e Ricard, tenants &c.: e yl ne cleyme ke service, par la ou yl put destreindre son fee sy nul service ly seyt arere; e demandom jugement.—*Asseby.* Yl tyndrent a la vereye value; e issi nus en avum tout le prou; eus ne fyrunt nul force de perdre le tenement; dunt yl nus semble ke nus devum estre ressu.—*Tyltone.* Sy yl veut estre ressu, mustre par quey yl deyt estre ressu. *Asseby.* Rauf de Grauham nus feffa de ces services ensemblement ove autres tenemens ke yl aveyt en Entre

A.D. 1292. other tenements which he had in the same vill: and we were seised before his death.—*Tylton.* Ralph Graham enfeoffed John and Richard to hold at the yearly rent of five shillings, and died seised of these services: and his two sisters Alice and Cecily, as heirs of Ralph, have an action to demand these services. So we pray judgment if he be not a total stranger to Ralph &c., and if he ought to be received in a case where he has no right. —*Asseby.* Ralph de Graham enfeoffed John and Richard at the full value, and he enfeoffed us of that service; and we were seised before his death; ready &c.—The other side must receive the averment.

Debt.

§ One Alice brought a writ of Debt against B., for that she gave him twenty pounds' worth of chattels by reason that he was to marry her; and he did not marry her.—*B.* She ought not to be answered; for see here her deed which witnesses that the gift was absolute and unconditional; and we pray judgment if, in opposition to her own deed, she ought to be answered.—METINGHAM. Was or was not the reason of the gift that you were to marry her?—*B.* They were not given for that reason; ready &c.—Therefore &c.

Contra formam feoffamenti

§ The Abbat of Selby brought a writ, framed on the Statute, against B. who distreined him contrary to the form of his feoffment.—*Plays.* We say that the Abbat is not tenant of the tenements; ready &c.; but that one W. is tenant. And it is not competent for any one to bring this writ, if he be not tenant of the tenement whence &c.: and we pray judgment.—*Louther* (for the Abbat). W. was distreined, and brought his writ of Mesne against us; and we, by judgment, were ordered to acquit him; and we hold these tenements of you, without a mesne: so we pray judgment if we can not bring this writ.—METINGHAM. The warrantor is tenant by his warranty; so here, the Abbat is tenant by his

meme la vyle; e fumes seysy avant sa mort.—*Tyltone.* A.D. 1292.
—Rauf Graham enfeffa Jon e Ricard tenants pur .v. soz rendant par an, e morust seysy de ces services; e ces deus seors Alyce e Cecyle cum le heyr Rauf unt accyon a demandere ces services: dunt demandom jugement sy yl ne seyt tot estrange a Rauf &c., e sy yl, la ou yl nad nul dreyt, deyt estre ressu.—*Asseby.* Ke Rauf de Grauham enfeffa Jon e Ricard a la vereye value, e yl nus feffa de cel service; e fumes seysy devant sa mort; prest &c.: yl covent ke lautre ressut la averement.

§ Un Alyce porta bref de dette vere B., de ceo ke ele luy dona .xx. livres des chateuz par lencheson ke yl la devereyt esposer, e yl ne la espose mye. *B.* Ele ne deyt estre respundu; ke veez issi son fet ke teymonye don simple sanz condicion: e demandom jugement si ele encontre sun feet deyt estre respundu.—METINGHAM. Fut ceo la cause du don ke vus la dussez esposer ou nun?—*B.* Nent done pur cel encheson; prest &c.—Ideo &c. Dette.

§ Le Abbe de Celeby porta bref fourme sur le estatut[1] vere B., ke luy destreint encontre la forme de son feffement.—*Plays.* Nus diom le Abbe neyt pas tenant des tenemens; prest &c.; eins est un W.: e ne lyst a nul home porter ceo bref sy yl ne seyt tenant del tenement la ou &c.: e demandom jugement.—*Louyere* (pur le Abbe). W. fut destreint, e porta son bref de men vere nus; e nus par agarde fumus commande de ly aquiter; e nus ses tenemens tenum de vus sanz meen; dunt demandom jugement si nus ne poum cety bref porter.—METINGHAM. Le Garrant est tenant par sa Garrantye; ausi par de sa, le Abbe est Contra formam feoffamenti.

[1] 52 Hen. III. c. 10.

A.D. 1292. acquittance.—*Plays.* The statute does not operate for any one unless he be tenant in demesne; and the Abbat is not tenant in demesne. Judgment.—METINGHAM. Is he your tenant or not?—*Plays.* We can not deny that he is tenant in service.—METINGHAM. Await your judgment.—*Plays.* If this is not sufficient, we will say something else.—*Louther.* You can not get to that; you have answered to the action.—METINGHAM. We are of opinion that what you have pleaded is to the action.

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tenant par sa aquitance.—*Plays.* Le statut ne euere pur nul home sy yl ne seyt tenant en demeyne; e le Abbe neyt pas tenant en demeyne. Jugement.—METINGHAM. Est yl vostre tenant ou nun?—*Plays.* Nus ne poum dedire ke yl neyt tenant en service.—METINGHAM. Entendet vos jugemens.—*Plays.* Si ceo ne suffyt, nus dirrum el.—*Louyere.* Vus ne poez avenyr; vus avez respundu al accyon.—METINGHAM. Nus est aviz ke ceo est al accyon. A.D. 1292.

PLEAS IN THE STAFFORD ITER.

XXI. EDWARD I.

THE JUSTICES BEING

JOHN DE BEREWIKE, THOMAS DE NORMANVILLE,
WILLIAM DE BEREFORD,
JOHN DE LITHEGREYNS, AND HUGH DE CAVE.

HERE BEGIN THE PLEAS IN THE EYRE OF STAFFORD.

Entry.

§ One Adam brought a writ of Entry against B., stating "into which he has not entry except by C. "who held that land of him in vileinage." *B.* vouched C. to warranty. C. was summoned at Stafford; and came into court, and was ready to enter into warranty.—*Louther* (for Adam). Sir, we tell you that this same C., who now is vouched to warranty by B., is our vilein; and although he may be willing to enter into warranty, in fraud of us, we pray you that he may not be received: for if he were received, and he were to enter &c., we should be necessitated to count against him as against a free man; and by so doing we should be foreclosed from claiming him as our vilein. Judgment if, in such fraud of us, he ought to warrant.—*Spigornel.* Sir, when B. vouched him, A. suffered the voucher and did not counterplead it. Judgment if he can now counterplead and say that he (C.) ought not to warrant.—BEREFORD. Since you ought to have alleged that when he vouched, and not now, you have now come too late. And on the other hand, although C. enter into warranty and lose, B. shall not have recompense in value of the lands which he (C.) holds of you in vileinage.—*Louther.* As before.—BEREFORD. Will you sue or not?—C. entered into warranty. And *Coleshulle* counted against C. that tortiously by his warranty &c.—*C.* Sir, whereas he says "into which &c. except by us who held that "land of him in vileinage;" Sir, we say [that we hold] freely and not in vileinage, ready &c.—And the other side said the reverse.—Therefore &c.

HIC INCIPIUNT PLACITA IN ITINERE STAFFORDIENSI.

§ Un Adam porta bref de entre ver B., en le queus yl nad entre si noun par C. ky cele tere tynt de ly en villenage. *B.* vouche a garrantie C. C. fut somouns a Estafford; e vynt en court, e preyt fu de entrer en la garrantie.—*Lowyere* (pur Adam). Sire, nous vous dium ke meymes cety C., ke ore est vouche a garrantie par B., eyt nostre vileyn; e coment ke yl vodra entrer en garrantie en collusion de nous, vous prium ke yl ne seyt ressu; kar si yl fut ressu e entrat &c., si covendreyt ke nous countasum vers ly cum ver un[1] franc houme, par quey nous serryum forsclos a ly demander cum nostre vileyn. Jugement si en cel collusion de nous deyve garrantir.—*Spigornel.* Sire, al oure ke B. li voucha, A. soffri le voucher e nent countre pleda. Jugement si ore puyse contrepleder ke yl ne deyt garrantir.—BEREFORD. Puys duset aver alegge cel kaunt yl voucha, e nemy ore; ke ore estes vous venuys trop tart. E de autre part, tut entre C. en la garrantie e perde, B. navera poynt a la value de teres ke yl tent de vous en villenage.—*Lowyere.* Ut prius.—BEREFORD. Volet suyre ou noun?—C. entra en la garrantie. E *Coleshulle* counta vers C. ke atort par sa garrantie &c.—*C.* Sire, la ou yl dyt en le queus &c. si noun par nous ke cele tere tenimes de luy en vilenage; Sire fraunchement e nent en villenage, prest &c.—E lautre le revers.—Ideo &c. Entre.

[1] MS. son.

A.D. 1293. Note that, by counting against him as a free man, he will be for ever foreclosed from claiming him as his vilein.

Debt. § A., in the character of executor, brought a writ of Debt against B.—*B.* Make yourself out to be executor. —*Grimmet* (for A.) Sir, we tell you that C. did by writing make me his executor, and I had the administration; and the writing was at Lichfield in such a place, to wit in his own house; and when the town was visited by fire the writing was burned: and we, both before and after it was burned, have administered; ready &c.—*Howard* prayed judgment, inasmuch as he had nothing in hand to shew that he was executor.—BEREFORD. If you had demanded this debt against him as executor, although you had nothing to shew that he was executor, yet if you could aver that he had the administration of the goods of the dead man, he should answer you. And since he would answer you in the absence of a writing [shewing his office], for the same reason he (A.) shall be answered without a writing, where he is ready to aver that he is executor and administered as executor.—*Spigornel.* Sir, the two cases are not alike: for where a man administers voluntarily the goods of the dead man, he thereby binds himself to answer to those who demand a debt against him as executor of the dead man. Now, Sir, it does not follow that, although he can bind himself to others by his own pleasure so that he is bound to answer for the administration which he has made, others shall be obliged to answer to him: for by his own pleasure he can bind himself towards others, but not others towards himself: And so, Sir, as we think, he shall not be answered unless he has an instrument testifying that he is executor.—BEREFORD. We are of opinion in this case that since on the one hand he shall be charged as executor, and ought to answer by reason of the administration, so on the other hand, for the same reason, he

Nota ke par taunt ke yl counta vers ly cum vers franc houme, yl serra forsclos a tous jours a ly demander cum sun vileyn. A.D. 1293.

§ A. porta bref de Dette vers B., cum executour.— *B.* Fetes vous executere.—*Grimmet* (pur A.) Sire, nous vous dium ke C. moy fit sun executour par escrit; e jeo le administracion avey; e le escryt fut a Licheffeld en tel luy, saver in domo sua propria; e kaunt le arsun vynt en la vile, le escryt fut ars; e nous, devaunt ke yl fut ars e apres ke yl fut ars, avum ministre; prest &c.—*Houard* demanda jugement, desicum yl naveyt ren en poyn ke teumoyna ke yl fut executour.—BEREFORD. Si vous uset demande cele dette vers ly cum vers executour, tut ne uset vous ren ke yl fut executour, e vous porriet averer ke yl aveyt le administracioun de bens le mort, yl vous respoundreyt: e depuys ke yl respoundreyt sauns escrit, par meymes la resun serra yl respoundu saunz escryt, par la ou yl est prest de averer ke yl est executour e aministra cum executour.—*Spigornel.* Sire, ceo ne eyt pas semblable; ke la ou houme fet administracioun par sa bone volunte de le bens le mort, entaunt yl se oblige a respoundre a seus ke demandent vers luy dette cum vers executour le mort; dunt Sire, yl ne ensut pas ke tut puyse yl sey obliger par sa volunte demene vers autres issynt ke yl respoundra pur le administracioun ke yl ad fet, ke autres serrunt oblige a respoundre a luy; kar par sa volunte si pet yl sey charger vers autres, e nemy autres vers luy: dunt, Sire, a ceo ke nous entendum, yl ne serra nent respoundu, tut ut yl administre, si yl ne ust fet ke teumoniat ke yl fut executour: e demandum jugement.—BEREFORD. Avys nous eyt par de sa, de puys ke yl serra charge cum executour de une part, e deyt respoundre par la resone del administracioun, ke de autre part deyt yl estre respondu par Dette.

A.D. 1293. ought to be answered. And on the other hand, "he "who is burdened in one thing &c."—BEREWYKE. Do you accept the averment or not?—*Spigurnel* will be obliged to receive the averment.—Therefore &c.[1]

Note that where the party impleading offers an averment on two or three points, as he did in this case, the other party can not traverse one point without the others. Witness *Henry Spigurnel* who wished to aver that his house in Lichfield was not burned as he (A.) said: and he was not admitted so to do: and therefore he traversed all the points.

Mordancester.

§ A. brought the Mordancester against B. on the death of John.—*B.* Sir we tell you that one William de C., enfeoffed us of this same land to hold to us and the heirs of my body begotten; and the fee and the right repose in the person of one Richard my son, who is under age, and we pray aid of him.—*Louther.* Aid of him you ought not to have: for you were the first who abated on the tenement after the death of our ancestor, of whose seisin; ready &c.—It was not granted, for the reason aforesaid.—*Spigurnel.* We must needs answer here. And he said that B. was not the first &c., for that William de C. enfeoffed him &c. as above; and if it should be found that B. was the first &c., then &c. that he (the ancestor) did not die seised &c. —Therefore &c.—The ASSISE said that he did not die seised.

Novel Disseisin.

§ One Margery brought the Novel Disseisin against one J., for the moiety of the manor of C. [. . .] Sir, we tell you that the land, whereof she complains that she is disseised, is of the ancient demesne of our lord the King, where nothing runs except the little writ of Right close. Judgment if on this writ according to common law she ought to be answered.—*Kinge.*

[1] The arguments are more at length in the L. I. MS. *A.* The parties came to terms.

meme la resone. E de autre part, qui in uno gravatur &c.—BEREWYKE. Volet le averement ou noun? Covendra ke *Spigurnel* resevat le averement.—Ideo &c. A.D. 1293.

Nota ke la ou la partye enpledaunt tent averement de deus poynz ou de treys, cum en ceo cas, lautre partye ne pet traverser le un poynt saunz les autres. Teste *Henrico Spigurnel* ke voleyt aver avere ke sa meson en Lichefeld ne fut pas harse, a ceo ke diseyt; e ne fut nent ressu; e pur ceo yl traversa tous le poyns.

Mort de ancestre.

§ A. porta le Mordancestre vers B., de la mort Johan. —*B.* Sire, nous dium ke un William de C. nous enfeffa de meyme cele tere a nous e a nos heyrs de mun cors engendre; e le fee e le dreyt repose en la persone un Ricard mun fyz, ke est dedeyns age; e prium eyde de ly.—*Lowyere.* Eyde ne devet aver; ke vous futes le primer ke se abati en le tenement apres la mort nostre auncestre de ky seysine; prest &c.—Ne fut nent graunte, ratione prædicta.—*Spigurnel.* Yl covent ke nous responum issi. E dyt ke B. ne fut nent le primer &c., pur ceo ke William de C. li enfeffa &c., ut supra; e si trove seyt ke yl fut le primer &c., dunke &c. ke yl ne morut nent seisi &c.—Ideo &c.—LE ASSISE [dyt] ke yl ne morut nent seisi.

Novele disseysine.

§ Une Margerie porta la Novele disseisine vers un J., de la meyte de un maner de C.—[. . .] Sire, nous vous dium ke la tere dunt ele se pleynt estre disseysye est de le auncien demene nostre seygnur le Roy, la ou ne court fors le petyt bref de dreyt clos. Jugement si a cety bref solom la comune ley deive estre respoundu.—*Kinge.* Sire, nous vous dium ke en

A.D. 1293. Sir, we tell you that once on a time the entire manor was in the hands of our lord the King; and our lord the King made a feoffment of the said manor, in such state as he held it, to one Geoffrey de C., to hold to him his heirs and assigns. Geoffrey died. The right of this manor descended to Joan and Agnes as daughters &c. Joan, after she was seised of the moiety as her purparty, thereof enfeoffed this same Margery by a good charter, in consideration of the yearly rent of 10*l*. She was seised by virtue of the feoffment, and continued seised until Joan disseised her; ready &c. And inasmuch as our lord the King can not be a sokeman, and as Margery when she was disseised was in the estate of our lord the King, as to the moiety of that manor, by virtue of the deed and the feoffment by Joan daughter and heir of Geoffrey who had the estate of our lord the King, we pray judgment, although the tenements within the manor be not at common law, if we who had the estate of our lord the King can not have our recovery by the common law. For even if our lord the King had been deforced of the manor, he might have had his recovery by the common law: consequently, we, who are in his estate and who claim on his seisin, can do the same: and we pray judgment.—*Howard.* You claim to be in the estate of our lord the King, by virtue of the deed of your feoffor. Shew forth by what you have a frank-fee.—*Kynge.* I need not. (Nor need he.) And he said that she was seised as of freehold until &c.: and he prayed the assise.—BEREFORD awarded the assise.—Therefore to the Assise.

Writ of Right.

§ The Archbishop of Dublin brought the writ of Right, called "Præcipe in capite" against B.; and it said, "Command &c. that &c. he yield up &c. one "carucate of land with the appurtenances in P., which "he claims to be the right of his church in Dublin." And in counting he counted that it was his right and

ascun tens fut le maner enter en la meyn nostre seygnur le Rey; e nostre seygnur le Rey enfeffa de ceo maner, ausint cum yl le tynt, un Geffrey de C., a luy e a ces heyrs e a ces assingnes. Geffrey morut. Descendi le dreyt de ceo maner a Jone e a Anneyse cum a files &c. Jone, apres ceo ke ele fut seysye de la moyte cum de sa purpartye e de ceo enfeffa meymes ceste Margerie par bone chartre pur .x. livres rendaunt par an. Ele seysye par le feffement, e seysye fut jekes ataunt ke Jone la disseysy; prest &c. E desicum nostre seygnur le Rey ne pet sokemon estre, e Margerye, a cel oure ke ele fut disseysye, fut en le estat nostre seygnur le Rey, kaunt a la moyte de ceu maner, par le fet e le feffement Jone file e heyr Geffrey, ke aveyt le estat nostre seygnur le Rey, demandom jugement, tut ne seyent le tenements dedeyns le maner a la commune ley, si nous, ke avioms le estat nostre seygnur le Rey, ne pusum aver nostre rekeveryr par la commune ley. Kar tut ut nostre seygnur le Rey este deforce de ceo maner, yl pout aver hu sun rekeveryr a la commune ley: par consequent, nous ke sumes en sun estat ke demandum la seysine: e demandum jugement.—*Howard.* Vous clamet estre en lestat nostre seygnur le Rey e par le fet vostre feffour. Moustret avaunt pur quey vous avet franc fee.—*Kynge.* Jeo nay mester. (Nec habuit.) E dyt ke ele fut seysye cum de franc tenement jekes &c.: le assise.—BEREFORD agarda le assise.—Ideo ad assisam. A.D. 1293.

§ Le Erceveske de Develyn porta le bref de Dreyt vers B., ke est apele Præcipe in capite; e dyt, "Præcipe &c. quod &c. reddat &c. unam carucatam terræ cum pertinentiis in P., quam clamat esse jus ecclesiæ suæ de Develin:" e en counte countant si counta yl ke ceo fut sun dreyt e le dreyt de sa Es- Breve de Recto.

A.D. 1293. the right of his church of St. Patrick of Dublin. And judgment was prayed by reason of the variation between the writ and the count.—*Spigurnel.* Our count does not vary from our writ: we have said as much as is in our writ, and something more: and although we have said something more, yet, for all that, is there no variance; for, in counting, one ought to say that it is his right and the right of his church &c.; and yet that phrase "his right" is not in the writ. So we will well abide your judgments on this point viz. that there is no variance, if he will hold to that challenge.—*Kynge* waived that; and prayed judgment of the form.—*Louther.* Will you challenge any more of this writ?—*Kynge* tacitly declined to do so; and prayed judgment, as before.—It was quashed.

Mordancester.

§ Note (*per* BEREWYKE and BEREFORD) that the tenant in Mordancester may after the resummons allege non-tenure of the whole or of part; and that, if it be found that he is full tenant, he may may then say that he (the ancestor) did not die seised &c. METINGHAM thought otherwise.

Novel Disseisin.

§ One Alice brought a writ of Entry against Adam and Joan his wife. Adam appeared; after appearance he made default; whereupon the Petit Cape issued: but Adam was in prison; so he could not make a default. After this, at the next day, his wife came into the Bench, and prayed to be received to defend her right. She was received; and the parties went to the Country, and were adjourned to the Stafford Iter. Pending the plea, Alice came to the Bailiffs, and gave gage and pledge to the Bailiffs that she would prosecute a plea of Trespass against Adam and his wife, for that Adam and his wife were about to waste the messuage in demand. The Bailiff came and forbad them to waste the messuage: whereupon Adam and Joan his wife brought the Novel Disseisin in the Stafford Iter against

glise de Seint Patric de Develin. E fut demande jugement de la variacioun par entre le bref e le counte.—*Spigurnel.* Nostre counte neyt pas variaunt a nostre bref; ke nous avum dyt kaunt ke est contenu en nostre bref, e pluys; e tut eyum nous dyt pluys, pur ceo ny ad yl nul de variance: ke en conte contant si deyt um dire ke ceo est sun dreyt e le dreyt de sa esglise &c.: e uncore, ceste parole "jus suum" neyt pas en le bref. Dount nous volum ben demorer a vos jugements, par la ke yl ny ad nule variaunce, si yl se vodra tenyr a cele chalange.—*Kynge* weyva cel; e demanda jugement de la fourme.—*Lowyere.* Volet pluys chalanger de cesti bref?—*Kynge* en teysaunt graunta ke noun; e demanda jugement cum avaunt.—Quassatum fuit.[1] A.D. 1293.

§ Nota, par BEREWYKE e par BEREFORD, ke le tenant en le Mordancestre apres la resomons pet alegger de tut ou de partye noun-tenure; e si trove seyt ke yl est pleynement tenaunt, dunke dire ke yl ne morut nent seysy &c. METINGHAM contra. Mordancestre.

§ Une Alice porta bref de Entre vers Adam e Jone sa femme. Adam apparut; apres apparence fit defaute; par quey le petyt Cape issit: mes Adam fut en prisone; dunt yl ne pet defaute fere. Apres ceo, a lautre jour, vynt sa femme en Banc e pria de estre ressu a defendre sun dreyt. Fut ressu; e le partyes dessendeunt en pays, e furunt ajornez en le Eyre de Estafford. Pendaunt le play vynt Alice a les Baylyfs, e dona gage e plegge a le Baylys de suyre vers Adam e sa femme en play de Trespas, pur ceo ke Adam e sa femme vodreyent aver estrepez le mes demandez. Vynt le Baylyf e lur devya a estreper le mees: par quey Adam e Jone sa femme porterunt la Novele Disseisine Novele disseysine.

[1] The suit is renewed at p. 403.

A.D. 1293. the Bailiff and against Alice; who answered that they had not committed any tort or any disseisin.—THE ASSISE came and said the truth, as aforesaid; and that Alice was present at the disseisin.—BEREFORD. Did not Adam and his wife ever afterwards come into the messuage, as appropriating a freehold; or did they do any work therein?—THE ASSISE. Sir, they might well have entered if they had pleased; but they did not.—BEREFORD adjudged that Adam and Joan should recover their seisin and the subject of their demand &c. —*Alice* prayed that the Inquest should pass in the writ of Entry.—*Spigornel.* Sir, pending the writ of Entry she disseised us; and thereby she waived her whole plea, and was herself seised of the subject of her demand, and we were not seised; and so, the process was annulled.—The writ was quashed.

Novel Disseisin.

§ One Adam brought the Novel Disseisin against B. W. and R., and against H. the Prior of Grafton, for the manor of C. &c.—[*Howard.*] Sir, Beatrice answers you that R., who is in the writ named as a disseisor, is dead: judgment of the writ.—*Spigurnel.* This is a plea of assise; and I have a disseisor and a tenant; and that suffices.—*Howard.* Sir, if Robert had been alive since the purchase of the writ, that would have been something; but now Robert was dead before &c.; therefore the writ was purchased on a false suggestion: judgment of the writ.—BEREFORD. Answer over.—The Prior answered for himself thus: Sir, we tell you that he was never, since he (H.) was made Prior, seised as of freehold so that he could be disseised by the Prior: so we pray judgment of the writ.—*Spigornel.* If Hugh de Louther disseise me of my land, and afterwards be made a Bishop or an Archbishop, he must in my writ be named disseisor by the same description as that which was his at the time when he was actual disseisor; and my writ will not abate by reason of the

en le Heyre de Estafford vers le Baylyf e vers Alice; ke respounderunt ke eus naveyent nul tort fet ne nule disseysine.—Le Assise vynt e dyt la verite, cum avaunt eyt dyt; e ke Alice fut a la disseysine fere. —Bereford. Ne vynt Adam e sa femme unkes puys en le mes cum appropriant franc tenement, ou meynoverent leyns?—Le Assise. Sire, yl poeyent ben aver entre si yl voleyent: mes eus ne feseyent poynt.—Bereford agarda ke Adam e Jone recovereyent lur seysine e lur demande &c.—*Alice* pria ke lenqueste passat en le bref de Entre.—*Spigurnel.* Sire, pendaunt le bref de Entre ele nous disseysi, e en taunt si weyva ele tut sun play, e fut seysy meymes de sa demaunde, e nous nent seysy; e issynt fut le proces anenty.—Quassatum fuit. A.D. 1293.

§ Un Adam porta la Novele Disseysine vers B. W. R. e vers H. le priour de Graftone de le maner de C. &c.—Betrice, Sire, vous respount ke R. est mort ke est nome disseyseour en le bref: jugement du bref.—*Spigurnel.* Ceo est play de assise; e jeo ay disseyseour e tenant; asset suffit.—*Howard.* Sire, si Robert ust este en vye pus sun bref purchasse, ceo serreyt ascune chose; mes ore fut Robert mort devaunt &c.; par quey le bref est purchasse par fauz suggestion: jugement du bref.—Bereford. Responet outre.—Le Priour respount pur ly issynt, — Sire, nous vous dium ke yl ne fut unkes seysy cum de franc tenement puys ke yl fut fet Priour, issy ke yl pout estre disseysy par le Priour: dount demaundom jugement de bref.— *Spigurnel.* Si Huue de Lowyere moy disseysise de ma terre, e puys seyt fet Eveske ou Erseveske, en tel estat ke yl est trove disseysour yl covent ke seyt nome en mun bref cum disseysour; e par la dingne ke luy est encru ne se Novele disseysine.

A.D. 1293. dignity which accrued to him: no more in the present case; inasmuch as I will aver that those who are named in the writ did disseise me &c.—It was adjudged that the Prior should answer over.—*The Lady.* Sir, we tell you that the manor belonged once on a time to one William, who committed felony, for which he was hung; and it was holden of our husband. Robert, who is now dead, and who is named in this writ as one of the disseisors, was Coroner . . . or in the stead of the Escheator of our lord the King; and, by reason of the felony, he took the manor into the King's hands: and the King had the Year and Waste. After that, our husband came and approached the King, and the King yielded up the manor to him as his right and escheat. He was seised, and he died seised in &c. After our husband's death, because he held in chief of our lord the King, our Lord &c., as guardian, took his lands into his hand, and assigned the said manor to the lady as her dower: and inasmuch as she holds the manor in dower by assignment from our Lord the King, and of the heritage of John who is son and heir of such an one who was her husband, we pray judgment if there ought to be an assise, unless he can say that the disseisin was committed after the assignment to us made by our lord the King.—*Spigurnel.* I have a tenant and a disseisor: this is enough. I pray the assise.—*Howard.* Sir, we hold the manor in dower, by assignment from our lord the King, of the heritage of John, (son and heir of our husband John,) who is not named in the writ. Judgment if in his absence there ought to be an assise; inasmuch as he can not say that the disseisin was committed after the assignment by the King; and inasmuch as she can not put the tenement in judgment in the absence of the heir who is not named &c., judgment if there ought to be an assise. —*Spigurnel.* And we pray judgment, inasmuch as we

abatera poynt mun bref: nent pluys par de sa; desi- A.D. 1293.
cum jeo voyl averer ke seus ke sunt nomes en le bref moy disseyserunt &c. — Fut agarde ke le Priour respoundisyt outre. — *La Dame.* Sire nous vous dium ke le maner fut en ascun tens a un William, ke fit felonye, par la quele yl fut pendu; e fut tenu de nostre barun. Robert ke ore est mort, e ke est nome en cety bref cum un deseysours, fut coroner . . [1] ou en luy le eschetour nostre seygnour le Rey; e par la resun de la felonye, prit le manere en la meyn le Roy. Le Roy aveyt le An e le Wast. Apres ceo, vynt nostre barun e aprocha le Roy, e le Roy luy rendi le maner cum sun dreyt e sa eschete. Yl seysy, e morut seysy en &c. Apres la mort nostre barun, par ceo ke yl tynt en chef de nostre seygnur le Rey, nostre seygnur &c. prit ses terres en sa meyn cum gardeyn, e assingna a la dame meyne le maner en dowere: e de si cum ele tent le maner en dowere del assingnement nostre seygnur le Rey del heritage Jon fyz e heyr un tel ke fut sun barun, demandum jugement si assise deyve estre, si yl ne puyse dire ke la disseysine fut fete puys le assignement a nous fet par nostre seygnour le Roy.—*Spigurnel.* Jeo ay tenant e disseysy:[2] ceo est asset: lassise. — *Howard.* Sire, nous tenum le maner en dowere, del assingnement nostre seygnur le Rey, del heritage Jon, fyz e heyr Jon nostre baroun, ke neyt poynt nome en le bref. Jugement si sauns ly assise deyve estre; de si cum yl ne pet dire ke disseysine fut fet pus le assingnement le Roy; e de si cum ele ne pet mettre le tenement en jugement saunz le heyr ke neyt poynt nome &c., jugement si assise deyve estre. —*Spigurnel.* E nous jugement, de si cum nous avum

[1] These words "nīc dit" occupy this space in the MS.

[2] Should be "disseyseour."

A.D. 1293. have a disseisor and a tenant, if &c.—(Quære if it be necessary that in this case the heir be named in the writ of Novel Disseisin. John de Cave said that it is; and that otherwise the writ would abate: which is false.)—*Huntyndone.* Sir, if the lady were to put forward a charter of feoffment or a quitclaim made to her by our lord the King, then I think that that would stay the assise until she had agreed with the King. But now she is not the King's feoffee; nor does any reversion belong to the King, even if the lady were dead. And inasmuch as no reversion belongs to the King, and the King would lose nothing, and it would not be to his disherison, judgment if the assise ought to tarry.—*Howard.* The lady has the manor in name of dower, in satisfaction of other tenements, and by assignment from our lord the King: and we tell you that our husband, by judgment of the Court recovered the said tenement as his right and his escheat, by reason that one W. committed felony and was hung; which W. held of him the said tenement; and our husband was seised and died seised of the said tenements. Judgment if, in the absence of our lord the King, by whose assignment &c., there ought to be an assise.—BEREWYKE. Say if the lady held by assignment from our lord, or not: for that must be admitted or denied: and then abide judgment if there ought to be an assise.—*Spigornel.* Then should I be a bad pleader; for my writ says that the lady together with the others disseised me: and if I were to admit that the lady had the manor by assignment from our lord, I should thus admit that she had not committed any tort; and so that would be contrary to my writ. Therefore I have no need to answer on that head; for I will not sever any one from my plaint. And, inasmuch as there is a disseisor and a tenant, judgment &c.—*Howard.* We vouch the King's record that the King assigned it to us in the name of dower:

disseyseour e tenaunt, si &c.—(Queritur si meyter seyt en ceo cas ke le heyr seyt nome en le bref de novele disseysine. Jon de Kave dyt ke oyl; e ke autrement le bref serreyt abatu: quod falsum est.)—*Huntyndone.* Sire, si la Dame meyt avaunt chartre de feffement ou quiteclame ke esteyt a ly fete par nostre seygnur le Roy, dunkes entenk jeo ke ceo targereyt le assise jekes ele ut consile od le Roy. Mes ore neyt ele nent feffe du Roy, ne nule revercyoun apent au Roy, fut la dame morte. E de si cum nul revercioun apent au Roy, ne le Roy nent ne perdereyt, ne serreyt pas en desheritisoun de luy, jugement si assise deive targer.—*Houard.* La dame si ad le maner en noun de dowere en alowance de autres de tenements, e par le assingnement nostre seygnur le Roy; e vous dium ke nostre barun meymes le tenement rekevery par jugement de la court cum sun dreyt e sa eschete, par la resun ke un W. fit felonye e fut pendu; le queu W. tynt de ly meyme le tenement; e nostre barun seysy, [e] morut seysy de ces tenements. Jugement si sauns nostre seygnour le Roy, de ky assingnement &c., assise deyve estre.—BEREWYKE. Conicet si la Dame tynt del assignement nostre seygnour ou noun: ke yl covent graunter le ou dedire le: e puys demoret a jugement si assise deive estre.—*Spigurnel.* Dunkes serrey jeo vice pledur: ke mun bref [dyt] ke la dame ensemblement od les autres moy unt disseysy; e si jeo graunte ke la dame aveyt le maner par le assingnement nostre seygnour, issynt grauntase jeo ke ele naveyt fet nul tort; e issynt serreyt ceo contrariaunt a mun bref; par quey jeo nay meyter a respoundre par la; ke jeo ne voyl ceverer nul de ma pleynte: e desicum yl ad disseysour e tenant, jugement &c. — *Howard.* Nous vouchum record du Roy ke le Roy nous assingna en

A.D. 1293.

A.D. 1293. and we pray judgment &c.—*Spigurnel.* Judgment if there ought not to be an assise, as before.—BEREFORD. She vouches the Record &c., and you pray the Assise. These two things can not stand together; for one is contrary to the other; and the plea can not take an issue by two contraries: therefore it is proper that you first of all answer if the lady has the manor by assignment from the King, or not.—*Howard.* Sir, the lady has the manor from the King, in exchange for other tenements: and an exchange binds as fully as does a charter or quitclaim: and therefore she is in as high an estate as if she had a charter or a quitclaim from our lord the King. Judgment if in his absence there ought to be an assise.—BEREWYKE. If the lady were now to excuse her tort, and to say that she had committed no tort, and that she had entered by one of the people, yet for all that the Assise would not tarry, although she excused her tort: so in the present case.—*Spigurnel.* What do the others answer? We pray the assise, as to them.—*Kynge.* You shall not have two assises on one fact: for it is in the power of us, who are in the tenancy, to stop the assise, although the others were willing to allow it. Judgment &c.—*Spigurnel.* And we pray judgment if there ought not to be an assise, inasmuch as we have a disseisor and a tenant named in our writ. And although it were so that the lady had not committed any tort, should the tort go unpunished, so far as regards the other disseisors? No. Judgment &c.—BEREWYKE. We tell you that you and the other party must go before the King to know his pleasure in this matter; and that you let us know the result on Monday week.—And on the Monday they came. And the Justice asked John de Parles, who brought the Novel Disseisin, if he had brought any thing from the King authorizing the assise to pass. And he said that he had not: but he prayed the assise as before, and for

noun de dowere: e demaundum jugement &c.—*Spigurnel.* Jugement si assise ne deyve estre, ut prius.—BEREFORD. Ele vouche record &c., e vous priet le assise. Ces deus ne pount ester ensemble; kar le un est contrariaunt a lautre; e le play ne pet prendre fyn par deus contraries; par quey yl covent ke vous responet adeprimes si la dame ad le maner par le assingnement le Roy ou noun.—*Howard.* Sire, la dame si ad le maner du Roy cum en eschaunges des autres tenements; e eschaunge lye ausi haut cum fet chartre ou quiteclame; par quey ele eyt[1] en ausi haut estat cum si ele ut chartre ou quiteclame de nostre seygnour le Rey: jugement si sauns ly assise deyve estre. —BEREWYKE. Si la dame[2] ore endreyt escusat sun tort, e dyt ke ele naveyt nul tort, ke ele aveyt entre par un autre de peple; e pur ceo ne targereyt poynt le assise, tut ut ele escuse sun tort: ausi par desa.—*Spigurnel.* Quey responent les autres? nous prium le assise kaunt a eus.—*Kynge.* Vous ne averet poynt deus assises sur un fet; ke a nous est ke nous sumes en tenaunce a forbarrer le assise, tut vodreyent les autres graunter le assise; jugement &c. — *Spigurnel.* E nous jugement si assise ne deive estre, de si cum nous avum disseysour e tenant nome en nostre bref. E tut fut yl issynt ke la dame nut fet nuyl tort, uncore serreyt le tort despuni en dreyt de les autres disseysours? nanyl: jugement &c.—BEREWYKE. Nous vous dium ke vous e la une partye aleyent devaunt le Roy, pur saver sa volunte en dreyt de ceste chose; e ke vous nous la facet a saver de sy ke a Lundy a ut jours. — Puys vyndrent le Lundi: e fut demaunde par le Justice de Jon de Parles, ke porta la Novele Disseysine, si yl aveyt nule chose porte du Rey pur quey le assise passereyt.—Yl dyt ke noun; mes yl pria le assise cum avaunt, e par meymes le resuns

A.D. 1293.

[1] MS. deyt.

[2] MS. La dame.

A.D. 1293. the same reasons as before. Then the lady was asked if she had brought any thing from the King, by virtue whereof the assise should not pass in its natural course. And she said that she had not; but she urged the reasons which she previously gave. And both sides did abide judgment if there ought to be an assise. And because the lady well knew that the assise would pass, she agreed with her adversary.

(Note that, in a writ of Novel Disseisin where several persons are named disseisors, although those who were not tenants are willing to admit that they committed the disseisin, yet nevertheless shall the assise pass at the request of the tenants.) — *Howard* (for the lady of Someri). Sir, heretofore, before the King, came Roger de Someri our husband, and demanded from our lord the King this manor as his right and his escheat; and the Prior of C. likewise demanded it as his right; because he said that W. de Parles, the father of John, held of him: and at the same time John likewise came before the King, and said that it was his right, by reason that his father did, long before the commission of the felony, enfeoff him &c.; and that so, by that title, he claimed to have right. It was found by the Inquest, on which John put himself, that his father died seised of that manor, and that he held of Roger de Someri, and of no other person: whereupon the manor was delivered to him as his right and his escheat. And inasmuch as heretofore he took his title from the feoffment by his father W., which title is overthrown by the finding of the Inquest that the ancestor who is said to have enfeoffed him died seised, we pray judgment, — inasmuch as his title by virtue whereof he claimed to have an estate is overthrown by the Inquest whereon he put himself, and consequently his seisin also—if of that seisin, founded on a title which was overthrown by a good inquest, there ought to be an assise. — *Spigurnel.* Although it were found that my ancestor died seised, yet for all

cum avaunt aveyt prie. Dunke fut demande de la dame si ele aveyt ren porte de par le Rey par quey le assise ne passereyt en sa nature. Ele dyt ke noun; mes alegga le resuns ke avaunt ut alegge. E demorerunt en jugement de une part e de autre si assise dut estre. E pur ceo ke la dame sout ben ke le assise dut passer, ele acorda od sun adverser. A.D. 1293.

Nota, en bref de novele disseysine, la ou plusours sount nomes disseysours, tut vodreyent seus ke ne furent poynt tenauns conutre ke yl usent fet la disseysine, uncore nemye[1] pur ceo le assise passereyt al requeste[2] del tenant. — *Howard* (pur la dame de Someri). Sire, devaunt ces oures, devaunt le Roy, vynt Roger de Someri nostre barun, e demaunda ceu maner cum sun dreyt e sa eschete de nostre seygnour le Roy; e le Priour de C. ausint le demaunda cum sa eschete, pur ce ke yl dyt ke W. de Parles, pere Jon, tynt de ly; e Jon a cel houre ausynt vynt devaunt le Rey, e dyt ke ceo fut sun dreyt, par la resone ke sun pere longement devaunt la felonye fete ly enfeffa &c.; e issynt par teu title clama yl dreyt aver. Ateynt fut par enqueste, la ou Jon se myt, ke sun pere morut seysy de cel maner, e ke yl tynt de Roger de Someri e de nul autre; par quey le maner luy fut livere cum sun dreyt e sa eschete: e de si cum devaunt ces oures yl prit sun title de le feffement W. sun pere, le quel title est anenty par la ou atteynt fut par enqueste ke sun auncestre morut seysy ke ly dut aver feffe, demandum jugement, de si cum sun title par quey yl clama aver estat est defet par enqueste la ou yl se myt, e sa seysine par consequent, si de cele seysine teu title ke est anenti par bon enqueste assise deyve estre.—*Spigurnel:* Yl ne ensut pas, tut fut yl trove ke mun auncestre morut seysy &c., ke pur ceo

[1] MS. le nemye.

[2] The original word has been altered, and the reading is doubtful.

A.D. 1293. that it does not follow that I was not seised by his feoffment: the two things may stand together. And, inasmuch as we have a disseisor and a tenant, and you can not say that it was judicially found that we were never so seised that we could be disseised, we pray judgment if there ought not to be an assise.—It was adjudged that there ought.—The parties came to terms.

Mordancester.

§ One Adam brought a writ of Mordancester on the death of his father Adam, for a virgate of land &c., against B.—*B.* Sir, we tell you that a moiety of that virgate of land is of the ancient demesne of our lord the King, where no writ at common law runs except the little writ of Right close: judgment of the writ. And if it be found that the entirety is at common law, then we say that one W. holds the third part thereof, and we pray judgment of the writ. And if it be found that we are full tenant, then we say that the tenement now in demand was purchased by one Adam his father, on whose death &c., to hold to him and Eve his wife and to their heirs. (He made it to Adam and Eve and the heirs of Eve.[1]) Adam died; then all the fee and the right and the freehold remained in the person of his mother Eve; for Adam had only a freehold; therefore he did not die seised in his demesne as of fee. We pray the assise.—*Adam.* Sir, our father Adam and our mother Eve purchased the land to hold to Adam and Eve and the heirs of Adam; so that Eve had only a freehold: and thus our ancestor died seised in his demesne as of fee; ready &c.—Therefore to the assise. — THE ASSISE said that the tenement was of the ancient demesne.—The writ was quashed.

§ Note. If one be prevented from ploughing his land by reason of his plough being driven off, or from sowing his land, he is disseised.

[1] This seems a corrective note of the reporter.

ne fu jeo nent seysy par sun feffement; ke yl pet ester ensemble. E desi cum nous avum disseyseour e tenant, e vous ne poet nent dire ke atteynt fut par jugement &c. ke nous ne fumes unkes seysy issy ke nous purrum estre disseysy, jugement si assise ne deyve estre. Judicium quod sic.—Acorderunt. A.D. 1293.

§ Un Adam porta bref de Mordancestre, de la mort Adam sun pere, de une verge de tere &c. vers B.—*B.* Sire, nous vous dium ke la meyte de cele verge de tere si est del auncien demeyne nostre seygnour le Rey, par la ou ne court nuyl bref a la commune ley fors le petyt bref de dreyt clos: jugement du bref. E si trove seyt ke tut seyt a la commune ley, dunke dium nous ke un W. entent la terce partye de cele, e demandum jugement du bref. E si trove seyt ke nous sumes pleynement tenaunt, dunke dium nous ke le tenement ore demande si enpurchasa un Adam sun pere, de ky mort &c., e une Eve sa femme, e a lur heyrs. Yl fyt a Adam e a Eve e a les heyrs Eve. Adam morut; dounc tut le fee e le dreyt e le franc tenement demora en la persone Eve sa mere; issint ke Adam naveyt ke franc tenement: par quey yl ne morut pas seysy en sun demene cum de fee: le assise.—*Adam.* Sire, Adam nostre pere e Eve nostre mere purchaserunt la tere a Adam e a Eve e a les heyrs Adam; issy ke Eve ne aveyt ke franc tenement; e issy morut nostre auncestre seysy en sun demeyne cum de fee, preyt &c.—Ideo ad assisam.—Le Assise dyt ke le tenement fut del aunciene demeyne.—Quassatum fuit breve. Mordancestre.

§ Nota; si un seyt destourbe ke yl ne puyse arer sa tere pur ceo ke sa charue est enchasse, ou ke yl ne puyse semer sa tere, yl est disseysy.

A.D. 1293. Novel Disseisin.

§ Thomas Corbet brought the Novel Disseisin for eleven acres of land against Robert de Montgomery.—*Louther* (for Robert). Sir, that land whereof he complains that he is disseised is in the forest, in the free hay or within the free hay of our lord the King, where no one except the King can have any thing; and Robert neither has nor claims anything: so we pray judgment if there ought to be an assise.—*Spigurnel.* Sir, our father died seised of that land in &c.; and we after him entered and continued his seisin, and ploughed and sowed until Robert came with force and arms and turned out and drove away our plough, and broke down the hedges and gates, and carried them to his house &c. and for his own use: and we pray the assise.—It was adjudged that *Louther* should answer over.—*Louther.* Sir, we tell you that Robert was the verderer of our lord the King; and it was presented before the steward of the forest that this land, whereof he complains &c., was a purpresture effected on the King within the bounds of the forest by T.'s ancestors; in consequence of which, the steward ordered that he (Robert) should cause the hay and gates to be thrown down; and Robert and the foresters in his company did as they were commanded: and no other tort &c. We pray the assise. —Bereford. We will search out the truth from the assise.—The Assise said that eight acres of that land were within the bounds of the forest; and that King Henry the elder was once on a time provided with dinner on that spot by T.'s ancestor; who entertained him in such a manner that King Henry the elder gave the eight acres to T.'s ancestor: and that T.'s father died seised &c.: and that after his death, T. entered and ploughed and sowed, and continued his seisin until Robert and the foresters turned out the plough and drove it off the land, and threw down the hay and gates and carried them away.—Bereford. Where were they carried?—The Assise. To Robert's house, Sir.—Bereford. And what say you as to the other three

§ Thomas Corbet porta la novele disseysine de .xi. acres de tere ver Robert de Mungomeri.—*Lowyere* (pur Robert). Sire, cele tere dunt yl se pleynt estre disseysy si est en foreyte en la fraunche haye ou de deyns la fraunche haye nostre seygnur le Rey par la ou nuyl houme ne pet ren aver fors le Roy; e Robert ren ne ad ne ren ne cleyme; dunc demandum jugement si assise deive estre.—*Spigurnel.* Sire, ke nostre pere morut seysy de cele tere en &c.; e nous apres ly entrames e continuamus sa seysine, e arames e semames jekes ataunt ke Robert vynt od force a od armes e nostre charue ousta e enchasse, e nostre haye debrusa e les portes, e les caria a sa mesone &c., e a son heus demeyne: le assise.—Fut agarde ke *Louuyere* respundisyt outre.—*Lowyere.* Sire, nous vous dium ke Robert fut le verder nostre seygnour le Rey; e presente fut devaunt le seneschal de la forete ke cete tere, dunt yl se pleynt &c., fut purprise sour le Roy de deyns la haye de la foreyte par les auncestres T.; par quey le seneschal ly comanda ke yl enfeyt abatre la haye e le portes; e yl issy fyt e le foresters ove luy cum yl furent comandez; e ke nuyl autre tort &c.: le assise.—BEREFORD. Nous emquerrum la veryte par le assise.—LE ASSISE dyt ke .viij. acres de cele tere furent de deyns la haye, e ke le Roy Henri le veyl dina en askun tens sour cele place par le auncestre T.; ke luy dina[1] issynt ke le Roy Henri le veyl ly dona les .viij. acres a le auncestre T.; le pere T. morut seysy &c.: apres sa[2] mort T. entra e arra e sema, e continua sa seysine jeke taunt ke Robert e le foresters ousterunt la charue e enchasserunt hors de sa tere, e abaterunt la haye e le portes e lenporterunt.—BEREFORD. Ou furunt karies?—LE ASSISE. Sire, a la mesone Robert.—BEREFORD. E quey

A.D. 1293. Novele disscisine.

[1] MS. dona. [2] MS. la.

A.D. 1293. acres? are they within or without the free hay?—THE ASSISE. Without, Sir.—BEREFORD. Was he disseised by Robert of the three acres or not?—THE ASSISE. Sir, he was. — BEREFORD. The Court &c. that Thomas do recover his seisin, and his double damages, by Statute, because he (Robert) disseised him under colour of his office.

Note. § If a clerk who is criminated by an Inquest ex officio die before he has made his purgation, his chattels belong to the King; and if he purge himself his chattels shall be delivered to him.

Pleas of the Crown. § Note that, although one who is appealed of the death of a man, or for some other felony, make default at three County Courts, yet at the fourth County Court he may appear and give mainprise to appear at the fifth County Court: and then, if he do not come, he will be outlawed: and if the appellor abandon the prosecution, the Exigend at the King's suit shall tarry until the Eyre; and then he shall be tried (for he may return to the peace if he will) at the suit of the King. And if he will not come, he shall be called for at three County Courts; and if he do not come at the third, he shall be outlawed at the fourth County Court, if he do not come or give mainprise to come at the fifth County Court.

Note. § If a clerk put himself &c., and be hung by reason of the Ordinary failing to claim him before judgment given, the King shall have his chattels. It is a question if the King shall have the Escheat. I answer that he shall.

Note. § If a clerk put himself &c., and be criminated, he shall lose his chattels, although afterwards and before judgment given he be claimed by his Ordinary and make purgation.

dites vous de les le treis acres? sunt yl dehors la fraunche haye ou de deyns.—LE ASSISE. Sire dehors. —BEREFORD. Fut yl disseisy par Robert ou noun de le treis acres?—LE ASSISE. Sire, oyl.—BEREFORD. Si &c. ke T. rekevere sa seysine e des dammages a double (propter Statutum[1]) pur ceo ke yl luy disseisy par colour de offyz. A.D. 1293.

§ Si un clerc ke est soyle par enqueste de offys murge devaunt sa purgaccioun fete, ces chateus sunt au Roy; e sy yl eyt fet sa purgacioun, ces chateus li serrount liveres.[2] Nota.

§ Nota, tut face un houme ke est apele de mort de houme ou de autre felonye defaute a treis contes, a le .iiij. counte pet yl estre par meynprise de estre a le quynt counte; e dunke, si yl ne veyne, yl serra utlage; e si le appelour lesse la suyte, la exigende a la suyte le Rey demorra jekes en heyre; e dunke serra trie, ke yl veyne a la pes si yl voudra, e ceo par la suyte le Rey. E sy yl ne voyle venyr, yl serra demande en treis countes solempnement; e si yl ne veyne a le terce, yl serra outlage a le iiij. Counte sy yl ne veyne ou seyt par meyn prise de venyr al quynte Counte. Corona.

§ Si un clerc se met, e seyt pendu par defaute de ordeynere, ke ne le demande devaunt jugement rendu, le Rey avera ses chateus. Quæritur si habebit eschaetam. Respondeo quod sic. Nota.

§ Si un clerc se met, e seyt soyle, yl perdra ces chateus, tut seyt yl apres devaunt Jugement rendu demande par sun ordinere e purge. Nota.

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[1] 3 Ed. I. c. 24.

[2] See 3 Ed. I. c. 2.

A.D. 1293. Novel Disseisin. Note.

§ Note that, a sokeman can not make an estate in frank fee to a sokeman; but to one who is not a sokeman he can make an estate in frank fee; so that if he be disseised, he can have his recovery by the old law, although the tenement whereof he was enfeoffed was, before he was enfeoffed, of the ancient demesne: for by the feoffment made to a stranger the tenure in ancient demesne is converted into frank fee.—THE ASSISE said that the tenement whereof he complained that he was disseised, was once on a time of the ancient demesne, and was aliened by one of the King's sokemen to him who now complains and who is a stranger.—BEREWYKE. The Court adjudges that he do recover his seisin &c.

Novel Disseisin. Note.

§ One Adam held a piece of land, and thereof enfeoffed B., yielding ten shillings by the year. Adam enfeoffed one Isabel of the rent. Isabel was seised for two years, until one William tortiously and without judgment disseised her. We pray the Assise.—*B.* Sir, we tell you that the land out of which the rent issues is of the ancient demesne &c., where no writ runs save the little writ of Right close; judgment of the writ.—[*Adam.*] Not of the ancient demesne; ready &c.—Therefore &c.

Ael.

§ One Adam brought a writ of Ael against B.; [laying a descent] from William to Roger as son; and from Roger to Adam, the present demandant, as son. —*Spigornel.* Sir, we tell you that by this writ he can not demand any thing of the seisin of his grandfather; for the reason that heretofore Roger the father of Adam, through whom he counts, brought the Mordancester against this same B. for the same tenement, in such a year, at such a place, before such and such Justices; and said that his father died seised in &c.; and it was answered that his father William, on whose death this writ is brought, did not die seised in &c. The Assise passed, and said that his father William, grand-

Nota, ke sokemon ne pet pas fere estat de franc fee a sokemon; mes a un estraunge nent sokemon si pet yl fere estat de franc fee; issynt ke si yl seyt disseisy, si purra yl aver sun rekeveryr par le auncien ley, tut fut le tenement dunt yl fut feffe del aunciene demene devaunt ke yl fut feffe; kar par le feffement fet a un estraunge si est la tenure de aunciene demeyne translate en franc fee. — Le Assise dyt ke le tenement dunt yl se pleynt estre disseysy en akun tens si fut del aunciene demeyne, e aliene fut par sokemon le Roy a cely ke ore se pleynt ke est estraunge.— Berewyke. Si agarde [&c.] ke yl rekevere sa seysine &c. A.D. 1293. Novele disseisine. Nota.

§ Un Adam tynt une tere, e enfeffa de cele tere B. pur . x. soz rendaunt par an. Adam enfeffa une Isabele de la rente. Isabele seysy fut deuz ans jekes ataunt ke un Willem atort e saunz Jugement ly disseysy.— Le Assise.—*B.* Sire, nous vous dium ke la tere dunt la rente ist est del aunciene demeyne &c., la ou ne court fors le petyt bref de dreyt clos; jugement del bref.—Nent del aunciene &c. preyt &c.—Ideo &c. Novele disseysine. Nota.

§ Un Adam porta bref de Ael ver B.; de Willem a Roger cum a fyz, de Roger a Adam ke ore demande, cum a fys. — *Spigornel.* Sire, nous vous dium de la seisine sun ael ne pet yl ren demander par cesty bref; par la reson ke devaunt ces oures Roger pere Adam, par my ky yl counte, porta le mordancestre ver meymes sesty B. de meyme le tenement, tel an, tel luy, devaunt teu justices; e dyt ke sun pere morut seysy en &c.; fut respondu par B. ke Willem sun pere, de ky mort cety bref est porte, ne morut nent seysy en &c.: Lassise passe, ke dyt ke Willem sun pere, ael Adam de ky Ael.

A.D. 1293. father of Adam on whose death &c., did not die seised &c. And inasmuch as it was heretofore found by an Assise that he did not die seised, we pray judgment. —*Kynge.* That was never judicially decided; ready &c. by the Record.—*Spigornel.* We will aver that the Assise passed, as before stated. Answer on that point, if the Assise did or not pass.—[*Kynge.*] I care not whether an Assise passed or not; I am willing to aver that it was never judicially decided.—CAVE. Spigornel, will you accept the averment or not?—*Spigornel.* Of a truth, Sir, judgment never passed on the verdict by the assise: for, after the Assise had passed, the parties had a day given to hear judgment; and the demandant would not come into Court any more: whereupon it was adjudged that he should be in mercy for his non suit. But it was found by the Assise that he did not die seised &c. as his writ states that he did; judgment if on this writ he ought to be answered.—CAVE. Answer over.

Ael. § One Adam brought a writ of Ael against B., and demanded the manor of C. with the appurtenances in N.—*Spigornel.* Sir, B. answers you that he can not yield it up; for one W. holds thereof three acres of land: Judgment of the writ. —*Howard.* Will you say anything else as to non-tenure?—*Spigornel.* No. (*Howard* said that in order that he might not again challenge or allege non-tenure if another writ were brought.) — He then imparled, and returned, and said, Sir, we say that he is full tenant of the subject of our demand in demesne as in demesne, in service as in service, just as we have put it in his view; ready &c. Judgment if he ought not to answer.—*Spigornel.* You are demanding the estate which your ancestor had in the time of King Henry; and you purpose by your writ to recover that estate: and we tell you this same B. did in the time of the present King alien part of

mort &c., ne morut poynt seysy &c. E de si cum avaunt ces oures atteynt fut par Assise ke yl ne morut poynt seysy, Jugement.—*Kynge.* Unkes par jugement ne fut atteynt; preyt &c. par Record.—*Spigornel.* Nous volum averer ke assise passa cum avaunt est dyt; responet par la si assise passa ou noun.—[*Kynge.*] Jeo ne fas force si assise passa ou noun; jeo voyl averer ke ceo ne fut unkes atteynt par jugement.—CAVE. Spigornel, volet le averement ou noun?—*Spigornel.* Sire, verement unkes jugement se passa sur le verdyt de le assise: kar, apres le Assise passe, les partyes aveyent jour pur oyer lur jugement; e la partye demandant[1] ne voleyt pluys venyr en Court: par quey fut agarde ke yl fut en la mercye pur sa noun suyte &c.: mes atteynt fut par le assise ke yl ne morut nent seysy &c., a ceo ke sun bref veut: jugement si par cesty bref deyve estre respondu.—CAVE. Responet outre. A.D. 1293.

§ Un Adam porta bref de Ael ver B. e demanda le maner de C. od les apurtenances en N.—*Spigornel.* Sire, B. vous respount ke yl ne pet rendre; ke un W. entent de ceo treis acres de tere: Jugement du bref. —*Howard.* Volet plus dire a la noun tenure?—*Spigornel.* Nanyl. *Howard* dyt cel pur ceo ke yl dut autre fez chalanger ne noun-tenure alegger si autre bref fut porte. Puis enparla, e revynt, e dyt, Sire, nous demandom le maner de C. od les apurtenaunces; e vous dium, Sire, ke yl est pleynement tenaunt de nostre demaunde en demeyne cum en demeyne, en service cum en service, solum ceo ke nous li avum fet la veuue; preyt &c.: jugement sy yl ne deyt respoundre.—*Spigornel.* Vous demandet le estat ke nostre auncestre aveyt en le tens le Roy Henri; e cel estat biez rekeveryr par vostre bref; e vous dium ke meymes cesty B. en le tens le Roy ke ore est si ad aliene partye Ael.

[1] MS. demande.

A.D. 1293. the lands which formed the body of the manor to the persons aforesaid; so that he is not full tenant; ready &c. Judgment of the writ.—It was quashed.

Writ of Right.

§ John, Archbishop of Dublin, brought a writ of Right against Hugh le Blount for one messuage and two carucates of land with the appurtenances, except sixty acres of land and six acres of meadow in Pencryz &c.—*Kinge.* Sir, this writ was purchased pending the other: judgment. This writ was purchased on the day when the other was abated: judgment.—*Louther.* True it is that the first writ was abated at the hour of prime, and this came so close upon it because his man travelled night and day; so that this was purchased on the same day, but after the other was abated.—CAVE. Answer over.—*Kinge.* Sir, every exception ought to be an exception from the principal matter in demand; but neither by writ nor count does he demand any meadow; judgment of the exception.—*Louther.* A carucate of land draws to itself manor, meadow, wood, and pasture, as things which are appurtenant: and we demand, in the first instance, one messuage and two carucates of land with the appurtenances; and consequently the six acres of meadow as appurtenant; and afterwards we except the meadow from the principal matter demanded: judgment if the exception be not sufficiently good.—It was adjudged that it was.—*Kynge* demanded the View.—And he had it. On the following day after the View had been had, the parties came into Court. And *Kynge* (for Hugh) said, Sir, we pray the View. —*Louther.* You have it.—*Kynge.* Sir, by the View we have not been certified of the exception; that is to say which acres of land and meadow are comprised in the exception: therefore we pray the View if we are entitled to have it.—BEREWIKE. It is testified by the Sheriff that the View has been had. Answer.—*Kynge.* Sir, this is a writ of Right, which is to be terminated by &c.: and in this writ the View is to be testified

des teres ke furent du gros du maner a le gens avaunt nomez; yssynt ke yl neyt pas pleynement tenaunt; prest &c: jugement du bref.—Cassatum fuit. A.D. 1293.

§ Jon Ercheveske de Develyn porta bref de dreyt ver Hue le Blount de un mes e deuz carues de tere od les apurtenaunces hors prises .lx. acres de tere e .vi. acres de pre en Pencryz &c. *Kinge.* Sire, cety bref fut purchase pendaunt lautre; jugement: ke meyme le jour ke lautre fut abatu, cety bref fut purchase; jugement.—*Lowyere.* Veyrs est le primer fut abatu a oure de prime, e la chasa si pres issi ke sun houme ala nuyt e jour; issi ke cetuy fut purchasse meyme le jour apres ke lautre fut abatu.—CAVE. Responet outre.—*Kynge.* Sire, chescune forprise deyt estre fete de la principale demaunde; mes ne demaunde yl ver nous par bref ne par counte nul pre: Jugement de cete forprise.—*Louyere.* Carue de tere tret a sey maner, pre, boys, tere e pasture, cum chose ke est purtenaunt: e nous demandom en prime chef un mes e deuz carues de tere od les apurtenaunces; e issy les .vi. acres de Pre cum apurtenaunt; e puys forperum le Pre de nostre principal demande: Jugement si la forprise ne seyt asez bone.—Judicium quod sic.—*Kynge* demanda la veuue et habuit. A lautre jour, apres la veuue fete, vyndrent en court.—*Kynge* (pur Huue). Sire demandom la veuue.—*Lowyere.* Vous avez. —*Kinge.* Sire, nous ne sumes nent certefie e de la forprise par la veuue, les queus acres de tere e de pre serrunt forprises; par quey demandom la veuue si aver la devum.—BEREWIKE. Teumoyne est par vicounte ke la vewe est fete. Responet.—*Kynge.* Sire, ceo est un bref de dreyt ke termine serra &c.; e en cesti bref par le .iij. chevalers ke furunt a la veuue serra la Breve de Recto.

A.D. 1293. by the three knights who were present at the View; for they bear record thereof, and not the Sheriff. And inasmuch as in this case it is necessary that we should be certified what is excepted and what not, and by the View made he excepts nothing; therefore we pray the View if we ought to have it. — BEREWYKE. The Sheriff testifies that the View has been had: therefore we adjudge that you answer over.—*Huntindone* framed the mise for Hugh.[1]

Note. Note that, in this writ four shall choose the Great Assise from themselves and others who best &c.; so that sixteen shall be chosen and put in the panel, to whom both the parties shall agree before the four knights; and there, before them, they shall challenge those whom they wish to challenge.

Dower. § One Alice brought a writ of Dower against B., and demanded the third part of nine shillings of rent &c.—*Kynge* answered that B. was not tenant of the rent which she demanded, but only of the soil whence the rent issued; and he said that one Robert was tenant of that rent issuing from the soil which he held, and was not named in the writ; and he prayed judgment of the writ. — *Howard.* Sir, our husband was seised by his hand of nine shillings of rent &c. on the day when he died; and although he has since bound his tenement to Robert for a certain rent (as he was at liberty to do), yet that is not the same rent in respect whereof we pray that he may answer.—*Kynge.* It is the same rent; ready &c. — So the writ was quashed.

Note. Note that *Kynge* said that a writ of Dower ought to be brought against him who is teannt of the rent, and not against him who holds the soil whence &c.—Hence it was quashed.

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[1] In the Lincoln's Inn MS. *A.* the mise is given and the Assise is said to have passed against the Bishop.

veuue teumoyne; ke portent Record en ceo, e noun pas le vicounte: e desi cum ibosoynereit en ceo kas ke nous fumes certefye quey yl forprent e quey noun, par la vewe fete ne forprit yl ren; par quey demandom la veuue, si aver la devum.—BEREWYKE. Le vicounte teumoyne la veuue fete: par quey nous agardom ke vous responet outre. — *Huntindone* fyt la myse pur[1] Hue. A.D. 1293.

Nota en ceo bref .iiij. elurent le graunt Assise de eus e de autres ke meuz &c.; issynt ke .xvi. serrunt eluys e mys en le panel, en le queus amedeus le partyes se assenterunt devaunt les .iiij. chevalers, e la devaunt eus chalangerunt seus ke yl vodrerunt chalanger. Nota.

§ Une Alice porta bref de Dowere ver B., e demanda la terce partye de .ix. soz de rente &c.—*Kynge* respondi ke B. ne fut nent tenaunt de la rente ke yl demanda, fors taun soulement de le soyl dunt la rente yt; e dyt ke un Robert fut tenaunt de cele rente issaunt de le soyl ke yl tent, nent nome en le bref; jugement du bref. — *Howard.* Sire, nostre barun fut seysy par my sa meyn de .ix. soz de rente &c. le jour ke yl morut; e coment ke yl ad oblige sun tenement pus a Robert pur certeyne rente, cum ben luy lit, e ke ce neyt pas meyme cele rente dunt prium ke yl respoyne.—*Kynge.* Meyme la rente; preyt &c.—Ideo cassatum fuit. Douuere.

Nota par *Kinge* ke bref de Dowere deyt estre porte ver cely ke est tenaunt de la rente, e nemye ver celuy ke tent le soyl dunt &c. Ideo cassatum fuit. Nota.

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[1] MS. par.

A.D. 1293. Novel Disseisin. Note.

§ Note that, if the lord is about to distrein on his fee for rent &c., and the tenant threaten him that if he enter to take a distress he shall never go out, or make any other threat, although he really do nothing, yet by that threat the lord is disseised and may have his recovery by the Novel Disseisin.

Entry.

§ The King to the Sheriff &c. Command Nicholas, Canon of St. Chad of Lichfield, that &c.—*Howard.* Sir, we tell you that the tenement now demanded against us is appurtenant to our prebend of C., and we are not named Prebendary: judgment of the writ. —BEREWYKE. If Canon, then Prebendary; and e converso.—*Howard.* I think that if Master T. de B. bring the Utrum against Sir Hugh, he will say thus in his writ, "If T. de B. Canon of St. Chad of Lichfield and "Prebendary of St. Benet de N. shall make you secure "&c."; so here: judgment.—BEREWYKE. That is to be understood in the case of a demandant, but not of a tenant.—*Howard.* Lo! Sir, the Sheriff has no such writ in that form.—BEREWYKE. Yes, he has; and that form is good enough; and that form is the best. Therefore we adjudge that you answer over.—And he (*Howard*) did so.

Note.

§ Note: *Huntindon* said (and truly) that a judgment of the King's Court can not be averred by the Country, but by the Rolls.

Note.

§ Note: if three sisters bring the Novel Disseisin against B., and one of the sisters make default, she shall be summoned to sue; and if she come, they shall plead; and if she come not, the others shall plead on without her, and recover their portions.

Note.

§ Note that the King's Chapel is so sacred that no Archbishop or Bishop shall have any thing to do with

§ Nota si le seygnur voudra destreindre sun fee pur rente &c., e le tenaunt le manace ke sy yl entre pur prendre destresse ke yl ne irra mes hors, ou par autre manace, tut ne face yl ren de fet, par cel manacer est yl disseisy, e purra sun recoveryr aver par la novele disseisine. A.D. 1293. Novele disseisine Nota.

§ Rex vicecomiti &c.: præcipe Nicholao Canonico Sancti Chadde Lichfelde quod &c. — *Howard.* Sire, nous vous dium [ke le tenement] ore demandez ver nous si est cum apurtenaunt a nostre provendre de C. nent nome provendre: jugement del bref.—BEREWYKE. Yl ensuyt Chanoyne dunke provendre, et e converso. —*Howard.* Jeo bie mettre T. de B. porte le utrum ver Sire Huue, e dyt issynt en sun bref, "si T. de B. canoni- "cus Sancti Chadde Lichfelde et prebendarius Sancti "Benedicti de N. fecerint te &c.," e ausi par de sa: jugement.—BEREWYKE. Ceo est a entendre de le demaundant, et non de tenente.—*Howard.* Veez Sire, le vicounte eyt nul teu bref de cele fourme.—BEREWYKE. Si ad; e si est cele fourme asez bone; e cete fourme si est la meyloure; par quey nous agardum ke vous responet outre. Et fecit. Entre.

§ Nota per *Huntindone,* et verum, quod judicium curiæ domini Regis non potest verificari per patriam sed per Rotulos. Nota.

§ Nota, si treis seers portunt la novele disseisine ver B., e une de seers face defaute, ele serra somouns pur suyre; e si ele veyne, yl plederount; si noun, les autres plederount avaunt sauns cele, e rekeverunt lur partyes. Nota.

§ Nota, ke la chapele le Roy est Seint, issint ke nuyl Ercheveske ne Eveske ne avera ke fere: e si Nota.

A.D. 1293. it; and if the advowson of a church or land or rent appurtenant to the Chapel be recovered against the Dean and Chapter by judgment of the King's Court, he who recovers shall be put in seisin, not by the Bishop of the place but by the King's Sheriff.

Note. § Note that, William Wyyer brought a writ of Darrein Presentement against Bevis de Clare Dean of Stafford and the Chapter. The Dean answered that he had the Church to his own use by gift from the King, and that the King was the patron of the Church; and they prayed judgment if without him &c., inasmuch as he had given to them the Church as one of the appurtenances of his Chapel.—It was adjudged that they should not.—But the other side traversed, saying, Not of the King's gift; ready &c.—The other averred the contrary.—Therefore &c.

Writ of Right. § One Hugh brought a writ of Right, on the seisin of one Henry his father as of fee and of right, against N. de C.—N. denied tort and force and the right &c.; and (said he) Sir, we tell you that this same N. leased the said tenement for a term of years to Henry the father of Hugh on whose seisin he demands: and that, after the term, Henry kept possession of the tenement and kept out the said N.: whereupon N. brought a writ of Entry "ad terminum qui præteriit" before Sir Ralph de Hengham &c. in this very town and recovered his seisin by judgment: so we pray judgment, inasmuch as the seisin of Henry his father of whose seisin he demands was extinguished in the King's Court by a judgment which is still in force, if he can demand anything in respect of that which is extinct.—*Spigornel.* Does the party stand to that? for we are here in a writ of Right; and that is a peremptory exception.—*Howard.* If you are willing to deny our plea, we will aver it by the Record.—*Spigornel.*

avoueson de esglise, apurtenaunt a le chapele, ou tere ou rente, seyt rekevery ver le Deen a la chapitre par jugement de la Court le Roy, celuy ke rekevere ne serra poynt mys en seysine par le Eveske del lu, mes serra par le Vicounte le Roy. A.D. 1293.

§ Nota, ke Willem Wyyer porta bref de dreyn present ver Beves de Clare Denee de Estafford e ver le chapitre. Le den respoundy ke yl aveyt la Esglise en propres us, de le doun le Roy, e ke le Roy fu lur avoue del esglise; e demanderunt jugement si saunz ly &c., desi cum yl aveyt done a eus la Esglise cum apurtenaunt a sa chepele. Judicium quod non. Mes yl traverserunt, nent de doun le Roy, prest &c. Alter contra.—Ideo &c. Nota.

§ Un Hue porta bref de dreyt de la seysine un Henri sun pere cum de fee e de dreyt ver N. de C.— N. defendi tort e force e le dreyt &c.; e vous dium Sire ke meymes cety N. lessa meyme le tenement a terme des ans a Henri pere Huue de ky seysine yl demande; apres le terme Henri se tynt en le tenement, e luy tynt meymes hors; par quey N. porta bref de entre a terme ke passe [est] devaunt Sire Rauf de Hingham &c. en cete vile meymes, e rekeveri par jugement sa seysine: dunt demandom [jugement] de si cum la seysyne Henri sun pere de ky seysyne yl demande fut esteynt en la Court le Roy, e par jugement le quel est uncore en sa force, si de cele ke est estent ren puyse demander.—*Spigornel.* Veut la partye cel pur respounce? kar nous sumes issy en un bref de dreyt; e ceo est un excepcion paremptorie.—*Howard.* Si vous le volet dedire, nous volum averer par Record Breve de Recto.

A.D. 1293. Let it be avowed by the party, and we will imparl. —BEREWIKE. This is a writ of Right which he brings on the seisin of his ancestor; and it may well be that the father had right, before the writ of Entry was brought, or afterwards: and even if the fact were that his seisin had been annulled by the judgment, it does not thereby follow that his right was destroyed. Answer over.—*Huntindone* denied the words [of court], and put himself on the Great Assise. — *Kynge.* A dilatory exception like that above may, at the discretion of the Justices, be made peremptory, like the above-mentioned exception.

Mordancester. § One Hugh brought the Mordancester, on the death of his brother H., against B.—*Kynge.* Sir, this is a writ of Mordancester, which implies &c.; and we tell you, Sir, that after the death of Henry, on whose death &c., [one Isabel] entered as sister and heir, and was later seised. Judgment &c. — *Howard.* What of that? We bring our writ on the death of our brother; and you tell us that one Isabel entered as sister &c. But her act can not hurt us &c.: judgment if you ought not to answer.—*Kynge.* Sir, we tell you that the same [B.], against whom &c., heretofore brought a writ of Mordancester before so-and-so, Justices &c., on the death of one Roger his uncle, against one Isabel who entered after the death of her brother as sister and heir; and that he recovered by the Assise, and by judgment of the Court: so we pray judgment if he can demand any thing, of the seisin of Henry, which seisin and whose estate were found null in the person of Isabel who entered, after the death of her brother Henry, as sister and heir. — *Louther.* Between whom did the judgment pass? Not between our ancestor and you. And if the judgment passed between you and a stranger, yet that ought not to hurt us, in a case where we are ready &c. to aver that our ancestor died seised &c.—BEREFORD. Answer over.

nostre dyt.—*Spigornel.* Seyt avoue de la partye, e nous enparleroum. — BEREWIKE. Ceo est un bref de dreyt ke yl porte de la seysine sun auncestre: e yl pet ben estre ke le pere aveyt dreyt devaunt le bref de entre porte ou puys: e tut[1] fut yl issy ke sa seysine ust este anenti par jugement, pur ceo ne ensuyt yl nent ke sun dreyt fut anenty: responet outre.—*Huntindone* defendi le moz, e se myt en la graunt assise.—*Kynge.* Excepcion dilatorie par descrecioun des Justices put estre fet paremptorie, sicum le excepçion de suz dyt en le bref. A.D. 1293.

§ Un Huue porta le mordancestre, de la mord H. sun frere ver B.—*Kynge.* Sire, ceo est un bref de mordancestre ke veut &c.; e vous dium, Sire, apres la mort Henri de ke mort &c. entra cum ser e heyr e fut pluys tout seysy. Jugement &c. — *Howard.* Ke est ceo a dyre? nous portum nostre bref de la mort nostre frere; e vous nous dites ke une Isabele entra cum ser &c.; sun fet ne nous pet nure &c.; Jugement si vous ne devez respoundre.—*Kynge.* Sire, nous vous dium ke meymes cesty ver ky &c. porta devaunt ces oures un bref de mordancestre coram talibus Justiciariis, de la mort un Roger sun uncle, ver une Isabel ke entra apres la mort sun frere cum seer e heyr, e rekeveri par lassise e par jugement de la Court; dunt demandum jugement si reen puyse demander de la seysine Henri, la quele seysyne e ky estat fut ateynt nule en la persone Isabele ke entra apres la mort Henri sun frere cum seer e heyr.—*Louyere.* Entre ky e ky passa le jugement? nemye entre nostre [auncestre] e vous; ke tut ut cel jugement [passe] par entre vous e un estraunge, ceo ne deyt pas nure a nous, par la ou nous sumes preyt &c. ke nostre auncestre morut seysy &c.—BEREFORD. Responet outre. Mort de ancestre.

[1] MS. tunc.

A.D. 1293. Entry.

§ One Adam brought a writ of Entry against B., the Abbat of C., for one messuage &c., " into which he has " not entry except after the lease which John father of " A.; whose heir he is, thereof made to Robert, late " Abbat of C., predecessor of this same Abbat, for a " term &c."—*Huntindone.* Sir, he might have had a good writ in the "per," saying "into which he has " not entry except by Robert his predecessor &c." Judgment &c.—*Howard.* Neither an Abbat nor a Prior makes a degree by succession, as father and son do: therefore the "per" does not lie. Judgment if the writ be not good. And, on the other hand, out of the Chancery you will get no writ in the "per" saying " into which Robert late Abbat of C., predecessor &c." And if the predecessor be not there, the writ will abate: so that, in whatever way you give a writ in the "per," in this case it avails not.—The writ stood.

Entry.

§ One Adam brought a writ of Entry against B., the Vicar of D., for so much &c.—*Howard.* Sir, we found our Vicarage seised: or we may say thus — Sir, we hold this land as appurtenant to our vicarage; and we tell you that we can not answer without the parson; and we pray aid of him.—*Huntindone.* Sir, he prays too little. He ought to have prayed aid of the parson and the Bishop jointly; and not of the one alone: for the Vicar is perpetual and is instituted by the Bishop. And inasmuch as he does not pray aid as he ought, judgment if he ought to be received to pray aid of one without the other: for the law wills that in the King's Court delays be abridged as much as possible. — *Howard.* Sir, the parson is our sovereign: judgment if without him &c.; and if we ought not to have aid of him without praying aid of the Bishop. — It was adjudged that he ought. And when the Parson comes, he shall be received to pray aid of the Bishop.

§ Un Adam porta bref de entre ver B. Abbe de C. de un mes &c., en le queus yl nad entre si noun puys le les Jon pere A. ky heyr yl est, de ceo en fit a Robert jadys Abbe de [C.], predecessour meymes cety Abbe, a terme &c.—*Huntyndone.* Sire, yl pou aver hu bon Bref en le "per" en le queus yl nad entre si noun par Robert sun predecessour &c. Jugement &c.—*Howard.* Abbe ne Priour neyt nul degre cum fet pere e fyz par successiun &c.; par quey le "per" ne git nent: jugement si le bref ne seyt bon. E de autre part, vous ne averet nuyl bref en le "per" hors de la Chauncelerye en le queus Robert jadyz Abbe de C. predecessour &c. E sy le predecessour ne fut le bref se abatereyt: dunke, quele veye ke vous donet bref de "per," en ceo cas ne vaut.—Stetit breve.[1] A.D. 1293. Entre.

§ Adam porta le entre ver B. le vicaire de D. de tanto &c.—*Howard.* Sire, nous trovames nostre vikere seysye, vel sic, Sire, nous tenum cele tere cum appurtenaunt a nostre vikerye; e vous dium ke nous ne poum respoundre sauns la persone, e prium eyde de luy. —*Huntindone.* Sire, yl prie tro poy; ke yl dut prier eyde du persone e del Eveske joynt; e nemye tauntsoulement del un: kar le vikere si est perpetuel e serra institut par le Eveske; e desi cum yl ne prie nent eyde solom ceo ke fere dut, jugement si a prier eyde del un sauns lautre deyt estre ressu: ke la ley veut ke le delayes en la Court le Roy seyent abreggez ataunt cum houme pet.—*Howard.* Sire, la persone si est nostre sovereyn: jugement si saunz ly &c., e sy nous ne devum eyde aver de ly saunz eyde prier de le Eveske.—Judicium quod sic. E kaunt la persone vendra yl serra ressu de prier eyde de la Eveske. Entre.

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[1] In the margin against this case, in a cotemporary hand, is the following note:—Nota, assartyr le Boys est oster le buche e torner le en terre arable.

A.D. 1293. Note. § Note that, in a writ of Novel Disseisin, a bailiff can do something more than excuse the tort of his lord. He can, in a Novel Disseisin, put forward a quit-claim; and can say that there ought not to be an assise, for the reason that he who brings the assise has released and quit-claimed &c. to his (the bailiff's) lord: and he shall be received to say that: but he can not be a party to try the quit-claim, viz. if it be the demandant's deed or not.

Note. § Note that, the Justice in Eyre can grant an Attaint, on a plaint made to him, without writ: and this by way of favour.

Note. § Note that, in a writ of Novel Disseisin, the tenant can not get himself essoined, but the demandant can get himself essoined, at the first day.

Note. § Note that, in the Novel Disseisin, neither the disseisor nor the tenant can make an attorney or be essoined. But, quære if the demandant can or can not make an attorney. I say Yes. Witness the case of John Chariter at Stafford.

Novel Disseisin. § Adam brought a writ of Novel Disseisin against B., saying that he had tortiously disseised him of his freehold in N.; and he put in his view three acres of land and two acres of meadow &c.; and he stated the manner in which he had been disseised, viz. saying that B. had dug so deep in the three acres that he (A.) could have no profit from his land, and that he had carried thence with his cart full six cart-loads of earth; and that he (A.) could not come to or till his land or make his profit thereof; ready &c. by the assise. And, besides this, he brought a writ of Nuisance, and complained that he had tortiously constructed a pool to the nuisance of his freehold in N.; and he put in his

§ Nota ke baylyf en bref de novele disseysine put autre chose fere ke escuser le tort le seygnour: ke yl pet mettre avaunt quiteclame en la novele disseysine, e dire ke assise ne deyt estre, par la resone ke cely ke porte le assise ad relesse e quiteclame &c. a sun seygnour &c.: e serra ressu a cel dire: mes yl ne pet estre partye de tryer la quiteclame, si ceo seyt sun fet ou noun. A.D. 1293. Nota.

§ Nota, ke justice en heyre pet graunter atteynte sauns bref par pleynte a luy fete: et hoc de gratia. Nota.

§ Nota ke en bref de novele disseysine ne pet pas le tenaunt se fere assonyer, mes le demandaunt se pet fere essonyer al primer jour. Nota.

§ Nota; en la novele disseysine ne pet pas le disseysour ne le tenaunt fere attorne, ne estre assonye. Sed quære si petens potest facere attornatum vel non. Respondeo sic. Teste Johanne Chariter apud Staffordiam. Nota.

§ Adam porta bref de novele disseysine ver B., ke atort ly aveyt disseysy de sun franc tenement en N.; e myt en sa veuue treis acres de tere e deuz acres de pre &c.; e dyt la manere coment yl esteyt disseysy, issi ke yl dyt ke B. aveyt foue en les treis acres si par fount ke yl ne pout prou aver de sa tere, e ke yl aveyt karye de ilekes od sa charette ben .vi. charette de terre; issy ke yl ne pout a sa tere venyr, ne gayner, ne sun prou fere, preyt &c. par le assise. E eytre ceo, si porta yl un bref de anusance e se pleynt ke atort aveyt leve un estang anusaunt a sun franc tenement en Novele disseysine.

A.D. 1293. view a portion of the meadow.—*Louther.* Sir, whereas he complains that we have tortiously disseised him of two acres of meadow and two acres of land in N., by that writ of Nuisance he supposes that he is seised of the freehold to which the pool is a nuisance; and we tell you, Sir, the same place which he puts in his view in the writ of Novel Disseisin, he puts into the view in his other writ of Nuisance; and thus by his writ of Novel Disseisin he supposes that he is out of seisin; and by his writ of Nuisance he supposes that he is in seisin; and consequently one is contrary to the other: judgment of the contrariety.—*Howard* said that they were different places and not one place, ready &c.—*Louther.* Sir, if it be found that they be not one and the same place, then we say that he was never so seised that he could be disseised; and we pray the assise. And as to the nuisance, we answer that in the time of B.'s ancestors there were there a fish-pond and a pool and a mill; and that the pool fell to decay, and the mill likewise, and the fish-pond became dried up; and that, when the fish-pond was quite dried up, the people of the vill and others pastured their beasts therein, and they ate the herbage by sufferance of us and of our ancestors: and afterwards, this same B., when he was able, raised the pool to the same height that it used to be. And even if he and his ancestors before him have had the herbage for thirty years, yet thereby a freehold would not have accrued to his person; for it would have been perfectly lawful for B., whenever he thought fit, to replace the pool in its former state. And inasmuch as you suppose by the "construction" stated in your writ that the pool is newly constructed, whereas it is only heightened,—and in that case you should have the "exaltare"—judgment of the writ. And if it be found that it is newly constructed, then we tell you over, that it is not to the nuisance &c. —*Spigornel.* Sir, the estate[1] which we claim to have in

[1] The 'estang' must be a mistake for 'estat.'

N.; e myt en sa veuue une partye de Pre.—*Lowyere.* A.D. 1293.
Sire, la ou yl se pleynt ke atort le avum disseysy de deus acres de Pre e de deus acres de tere en N., par cel bref de anusance yl suppose ke yl est seisy del franc tenement, a que franc tenement le estang dut estre anusant; e vous dium, Sire, ke meyme la place ke yl myt en sa veuue al un bref de novele disseysine si myt yl en sa veuue al autre bref de anusaunce; e issy suppose yl par sun bref de novele disseisine ke yl est hors de seysine, e par sun bref de anusance ke yl est seysy; e issynt est lun contrariaunt a lautre: jugement de la contrariouste.—*Howard* dyt ke ceo furent deverce places, e nemye une place, preyt &c.—*Lowyere.* Sire, si trove seyt ke ceo neyt pas une place, dunke dium nous ke yl ne fut unkes [seysy] issy ke yl pout estre disseysy: le assise. E kaunt a la nusaunce, responum ke en tens des auncestres B., si aveyt yl ileke un vyver e un estang e un molyn, issynt ke le estang fut dechey, e le molyn ausynt, e le viver assewe[1]; e kaunt le viver fut tut assewe, gens de la vile e autres peserent leyns lur avers e mangerent le herbage par suffraunce de nous e de nos auncestres: pus apres, meymes cety B., kaunt yl fut de power, yl fyt enhaucer le estang en la manere cum yl soleyt estre; e tut ust yl hu le herbage de la place e ses auncestres devaunt ly .xxx. [ans], en ceo cas par taunt ne serreyt pas franc [tenement] encru en sa persone; ke ben lirreyt a B. kaunt ben li fut adresser le estang en la maner cum yl soleyt avaunt: e desycum vous supposet par le levance en vostre bref ke le estang de novel leve, la ou yl neyt fors enhauce, e la duset vous aver hu le exaltare, jugement del bref. E si trove seyt ke yl est leve de novel, dunke dium nous outre nent anusaunt &c.—*Spigornel.*

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[1] Nota ecoler le ewe ceo est lesser le ewe passer a les eclus. Assewer le ewe ceo est assecher le Doyt par refoul del ewe. Bleytrer hulden turves. (Cotemporary note in the margin.)

A.D. 1293. that meadow, we claim to have by feoffment and not by succession: for we tell you that one Robert de C. was seised of the meadow for certainly six years; and afterwards, out of his seisin, thereof enfeoffed one Gilbert de N., who was seised for a good twelve years; and that Gilbert enfeoffed us of the same meadow; and we have been seised a good four years, as of our freehold. Now the case of one being seised by virtue of a feoffment is very different from the case of one being seised by succession; for where he is seised by virtue of a feoffment, a freehold can accrue to him in a few hours; and we tell you, Sir, that we have been seised of that meadow for four years by means of the feoffment from Geoffrey aforesaid; and so we have an estate of freehold, and thus is it constructed to the nuisance of our freehold; ready &c.—THE ASSISE said, as to the Novel Disseisin, that Adam was disseised by B. of the three acres of land; for they said that he had dug the earth and carried away full three carts' load of earth, to his damage of half a mark. And B. was in mercy. And as to the meadow they said that Adam was not disseised. Therefore he was in mercy. As to the nuisance they said that the pool was heightened and not newly constructed; inasmuch as there had been a pool there, but that it was totally broken down and destroyed, so that there was only left there a space of the same dimensions, but in the same condition as the land adjoining; and that he heightened it. —So the writ was quashed.

Note. § If one construct a pool adjoining to my meadow, and stop the course of the water, so that the water flows back into and inundates my meadow, I am disseised of my freehold.

Right. § The King brought a writ of Right against John de C., and demanded the manor of N. &c., on the seisin

Sire, le estang ke nous clamum aver en cel pre, si clamum nous aver par feffement, e nent par succession; ke nous vous dium ke un Robert de C. fut seysy del pre ben .vi. ans; e pus hors de sa seysine de ceo enfeffa un Gilbert de N., ke seysy fut ben .xii. ans; e cely Gilbert enfeffa nous de meyme le pre; e nous avum este seysy ben .iiij. ans cum de nostre franc tenement: dunt ceo est tut autre par la ou houme fut seysy par feffement, ke par la ou yl est seysy par succession &c.; ke par la ou yl est seysy par feffement, en poy de houre ly pet franc tenement [encrure]; e vous dium, Sire, ke nous avum este seysy de ceu pre par .iiii. ans par le feffement Geffrey avaunt dyt; par quey nous avum estat de franc tenement; e issynt est yl leve anusaunt a nostre franc tenement, preyt &c.— LASISE dyt, kaunt a la novele disseysine, ke Adam fut disseysy par B. de le .iij. acres de tere; kar yl diseyent ke yl aveyt fouue la tere e carie de ileke ben treis charettes de tere a sa damage de demi marc; e B. en la mercye: e kaunt a le Pre, diseyent ke Adam ne fut nent disseysy; ideo in misericordia: kaunt a la nusaunce diseyent ke le estang fut enhauce, e noun pas leve de novel, pur ceo ke ily aveyt un estang; ke yl fut tut anenty e destrut, issy ke yl ny aveyt ke une ovele place la cum aylours de encouste; e yl le enhausa. Ideo breve fuit cassatum. A.D. 1293

§ Si un houme leve atort un estang joynaunt a mun Pre, e estoupe le cours del Ewe, issynt ke le Ewe retourne en mun Pre, e neye mun Pre, e [jeo suy disseysi] de mun franc tenement. Nota.

§ Le Roy porta un bref de dreyt ver Jon de C. e demanda le maner de N. &c. de la seysine le Roy Henri sun Bref de dreyt.

A.D. 1293. of King Henry his father, as of fee and of right. The writ ran thus; "The King to the Sheriff greeting. "Command such an one &c. that justly and without "delay he yield up to us the manor of N. with the "appurtenances, except one messuage in the said manor. "And unless he shall do so, then summon &c."—*Howard* answered, and denied the right and seisin of King Henry, and put himself on God and an inquest in the form of &c., whether he had better right &c. as he holds, or our lord the King to have it as he demands.—*Louther.* Sir, there can not be such a mise in this case; for we will aver the seisin of King Henry by the Chancery Roll.—*Howard* again denied the right of our lord the King and the seisin of King Henry outright &c.; and put himself on God &c. whether he had better right &c. (as before) by the deed and the feoffment of King John, grandfather of our lord the King who now is, and by the confirmation by our lord King Henry, father &c., and then by the feoffment from the King who now is, as he holds; or &c.—BEREWYKE. Still the mise can not be supported by the later seisin of King Henry; since he says that he will aver the seisin of King Henry, father &c., by the Record of the Chancery Roll. But if King Henry had not been seised afterwards, or if he would not offer to aver his seisin, then the confirmations by King Henry and the present King would avail, and the mise would be good enough and would hold; but not in this case.—*Kynge* waived all that was previously pleaded; (he must needs do so;) and, said Sir, it can not be denied that our father was at a certain time seised of that manor, and that he committed a forfeiture; whereupon our lord the King took the manor with other tenements into his hand; and afterwards our lord (the King) in consideration of £100 restored to him the manor as his right; and he had a letter testifying that fact; and this we offer to aver, if need be, by the Chancery Roll.—*Louther.* I

pere cum de fee e de dreyt. Le bref. "Rex vicecomiti A.D. 1293.
"salutem: præcipe tali &c. quod juste et sine dilacione
"reddat nobis manerium de N. cum pertinentiis excepto
"uno messuagio in eodem manerio. Et nisi fecerit tunc
"summone &c."—*Howard* respoundy, e defendi le dreyt e la seysine le Roy Henri, e se myt en deu [e] en enqueste en fourme &c. le quel yl ad meur dreyt &c. si cum yl tent, ou nostre seygnur aver si cum yl la demande.—*Lowyere.* Sire, myse ne pet estre en ceo cas; ke nous volum averer la seysine le Roy H.[1] par Roule de Chauncelerye.—*Howard* Autre feez e defendi le dreyt nostre seygnur le Roy, e la seysine le Roy Henri tut outre &c., e se myt en deu &c. le quel yl ad meudour dreyt, &c. ut prius, par le fet e le feffement le Roy Jon, ael nostre seygnur le Roy ke ore est, e par le confermement nostre seygnur le Roy Henri pere &c., e puys par le feffement le Roy ke ore est, sicum yl tent, ou &c.—BEREWYKE. Uncore ne pet la myse ester par la seysine le Roy Henri pluys tardive; de puys ke yl dyt ke yl veut averer la seysine le Roy Henri, pere &c. par Record de Roule de la Chauncelerye: mes si le Roy Henri nut pas este seisy puys, ou ke yl ne voleyt pas averer sa seysine, dunke vaudreyt ben le confermement le Roy Henri e le Roy ke ore est, e la myse serreyt asez bon e pout lu aver; e nemy en ceo cas.—*Kynge* weyva tut ceo ke avaunt fut dyt; e covendreyt ke yl feyt. E dyt, Sire, ne pet estre dedyt ke nostre pere en akun tens fut seysy de cel maner, e forfyt, par quey nostre seygnur le Roy prit le maner en sa meyn ensemblement od autres tenements; puys apres, nostre seygnur pur .C. livres rendi suz le maner cum sun dreyt; e aveyt lettre ke le teumoyne; e cete chose volum nous averer, si meyter seyt, par Roule de la Chauncelerye.—*Lowyere.* Jeo

[1] MS. Roy e B.

A.D. 1293. will aver the seisin of King Henry as of fee. Will you aver the reverse? viz. that he was not seised as of fee and of right. You must say that: for we must necessarily be in opposition.—*Spigornel.* That simple traverse without more is not correct. But we will aver by the Chancery Roll that he was not seised except in the way which we have stated; and that by reason of the trespass; and not as of fee and of right. —BEREWYKE. He gives you a sufficient answer.—So the Chancery Roll is to be inspected.

Entry. Note.

§ One Adam brought a writ of Entry, founded on &c., against B., for ten acres &c., saying "into which he had "not entry except by his father N., who tortiously and "without judgment disseised him." And he prayed the Assise. — B. said that he did not claim any thing in the tenement except by way of pledge; for (said he) these ten acres were pledged to our father for ten marks by this same Adam. Let him repay the ten marks, and take back his land. — *Huntindone.* Sir, we will aver the statement of our writ; viz. that he entered by his father, and that his father disseised me: for whereas we pledged the land now in demand for ten marks, on the terms that whenever the ten &c. were paid we should have our land back again, A. came, on such a day, and tendered the ten marks to his father N., and he refused them; ready &c.; and in this manner he disseised them.—B. said that A. never tendered the money to his father; ready &c.—Therefore to the assise, if the parties did not agree. — BEREWIKE. On what grounds do you claim to have the money, since you are not executor? — *B.* Sir, the land was pledged to my father and to his heirs and assigns; and I am his heir. — And this was his answer. At last they traversed in the form aforesaid.

Quo Warranto.

§ Hugh de Louther, the King's serjeant, on behalf of the King brought the Quo Warranto against B., asking

voyl averer la seysine le Roy Henri cum de fee: volet averer le revers, nent seysy cum de fee e de dreyt? kar ceo covent ke vous diez; ke yl covent ke nous seum contraries.—*Spigurnel.* Yl ne covent pas simplement cel traverse, sauns pluys dire; mes nous volum averer par Roule de la Chauncelerye ke yl ne fut nent seysy fors en la fourme ke nous vous avum dyt; e issynt par la resone de le trespas; e nent cum de fee e de dreyt.—BEREWYKE. Yl vous respount assez.—Ideo inspectionem rotulorum Cancellariæ. A.D. 1293.

§ Un Adam porta un bref de Entre funde &c. ver B. de .x. acres &c., en le queus yl nad entre si noun par N. sun pere, ke atort e sanz jugement ly disseysy: le assise.—B. dyt ke il ne clama ren en le tenement si noun gage; ke ceo diz acres furent agagez a nostre pere pur .x. mars par meyme cety Adam: e rende le .x. mars, e prenge sa tere.—*Huntindone.* Sire, nous volum averer nostre bref, ke yl entra par sun pere, e ke sun pere moy disseysy: ke la ou nous luy avum agage la tere ke est ore en demande pur .x. mars, issy ke kaunt le .x. &c. furent renduz ke nous dusum aver hue arere la tere, A.[1] vynt teu jour e tendy le .x. mars a N. sun pere; yl le refusa: en cete manere nous disseysy, preyt &c.—B. dyt ke yl ne tendi unkes le deners a sun pere, preyt &c.—Ideo ad assisam nisi fuerint concordati.—BEREWIKE. Par quel resone vodrez vous aver le deners de puys ke vous neyte pas executour?—*B.* Sire, la tere fut agage a mun pere e a ses heyrs e a ses assinges; e jeo suy heyr. Et sic respondit. A dereyn traverserunt si cum avaunt est dyt. Entre. Nota.

§ Hue de Lowiere, le serjaunt le Roy pur le Roy, porta le quo Warrento ver B., par queu garrant yl Quo Warrento.

[1] MS. B.

A.D. 1293. by what warrant he claimed to hold pleas of the Crown, viz. appeals of rape and manslaughter, and to have wayf, which things are appurtenances of the Crown; and also to have the return of writs.—*Howard.* Sir, we do not claim to hold pleas of the Crown, such as appeals of &c. (as above).—*Louther.* I will aver that you have held them: therefore you shall lose your franchise.—*Howard.* If I bring a writ of Right against you, and demand a tenement, and you answer that you do not claim any thing in the tenement, my writ will abate; and, in opposition to that disclaimer, no assise will pass: so in this case, inasmuch as this is the highest kind of writ of Right (because it is a royal writ), you shall not get to an averment in opposition to our disclaimer: and we pray judgment.—*Louther.* This is a writ of a mixed nature; being partly in respect of the Right and partly in respect of Trespass: and therefore, although you claim nothing, your tort shall not go unpunished. Judgment if our averment do not lie.

Novel Disseisin. § John de M. brought the Novel Disseisin against William de Beauchamp Earl of Warwick, and said that he had disseised him of a hundred acres of wood; and he said in what manner, viz. that whereas Sir John was accustomed to take at his pleasure faggots from his wood for burning and for giving and selling at his pleasure, and to spread nets in the same wood for taking bucks and does, there had the Earl tortiously disturbed him: and in this manner is he disseised. And he prayed the assise.—*Spigurnel* (for the Earl). Sir, as to the wood, we answer that we claim nothing in the soil: and as to the mode of seisin, we answer and tell you that the wood of which he complains to be disseised was once upon a time part of the forest of our Lord the King, whereas no man can take anything in his own wood except by delivery by the foresters; and still at this present time it is within the boundary

clama tenyr play de la Coroune, coe est a saver apeuz de Rap e de mort de houme, e de veyf aver, ke est apendaunt a la Coroune; e de aver retourn de brefs.—*Howard.* Sire, nous ne clamum tenyr play de la Coroune cum apel &c. ut prius.—*Lowyere.* Jeo voyl averer ke vous le avet tenu; par quey vous perdret voustre fraunchise.—*Howard.* Si jeo porte bref de dreyt ver vous, e vous demaunde un tenement, e vous responet ke vous ne clamet ren en le tenement, mun bref se abatera, e encountre cel declamer ne passera nuyl assise: ausi par de sa, desi cum ceo est un pluys haut bref de dreyt ke seyt, pur ceo ke yl est un bref real, encountre nostre desclamer vous ne avendret a nuyl averement: e demandum jugement. — *Lowyere.* Ceo est un bref myxt de dreyt e de trespas; e pur ceo, tut ne clamet vous ren, vostre tort ne serra pas despuni. Jugement si le averement ne gise. A.D. 1293.

§ Johan de M. porta la novele disseysine ver Willem de Beuchaump Counte de Warwike, e dyt ke yl luy aveyt disseysy de .C. acres de Boys; e dyt la manere coment, ke par la ou Sire Jon soleyt prendre a sa volunte Buche de son boys pur ardre e pur doner e pur vendre a sa volunte, e tendre Reys en meyme le Boys pur prendre Deym e Deyme, la ad le Counte ly destourbe atort; e en cete manere est yl disseysy: le assise. — *Spigurnel* (pur le Conte). Sire, kaunt a le Boys nous responum ke nous ne clamum ren en le soyl: e kaunt a la manere de la seysine, vous responum e dium ke le Boys, dunt yl se pleynt estre disseysy, fut en askun tens de la foreyte nostre seygnour le Rey, par la ou nuyl home ren ne prendra en sun Boys demeyne si noun par livere de Foreyter; e uncore hu ceo jour si est de deyns la bounde de la Novele Disseysine.

A.D. 1293. of the forest. Judgment if here we ought to answer at the common law of a thing that touches vert; inasmuch as pleas of vert belong to the Justice of the forest in Eyre.—*Louther.* Sir, the Earl has only a chase in the wood by grant from the King; and we tell you that he has no Regardor nor Verderer, nor Justice; for that sort of thing does not belong to a chase, but solely to the Forest of the King; and inasmuch as we can not have any remedy except at common law we pray judgment if there ought not to be an assise. And as to what he says that no one shall take anything without livery from the foresters, we answer that, from time whereof memory runs not, we and our ancestors have taken at our pleasure and have sold and given without livery from the foresters; ready &c.—*The Earl himself.* Sir, he does not put forward on his own behalf any matter of title to verify his statement; therefore it seems that even if he has so done, it has been his own purpresture on the King, and in his own wrong; judgment.—BEREWIKE. He puts forward on his behalf a title of the highest possible kind when he says that he is ready &c. that he and his ancestors have taken at their pleasure without disturbance and without livery from the foresters from time whereof memory runs not down to the time when he was by you disseised. —*Spigurnel.* Sir, the hundred acres of wood whereof he complains were once upon a time part of the Forest of the ancestors of our lord the King, and at that time no plea touching the vert of the same wood could be pleaded by writ at common law; nor could any one take anything in the same wood without livery from the foresters; and we tell you that one of the ancestors of our lord the present King granted to the ancestor of my lord the Earl that he might have a chase in the wood of which he complains; and granted to him the same estate which he had in that wood in exchange for certain other tenements, of part

foreyte: jugement si de chose ke touche le vert devum issy a la commune ley respoundre; desi cum de apleder le vert si apent a Justice de la foreyte en heyre.—*Lowyere.* Sire, le Conte nad ke une chase en le boys par le graunt le Roy; e vous dium ke yl nad regardour ne verder ne Justice, ke ceo sy ne apent poynt a chase, for solement a la foreyte le Roy: e desy cum nous né poum aver remedie fors a la commune ley, jugement si assise ne deive estre. E a cel ke dyt ke nuyl ne prendra saunz livere de foresters, nous responum ke de tens dunt memoyre ne court, nous e nos auncestres avum pris a nostre volunte e vendu e done saunz livere de foreyters, preyt &c.—*Le Counte meymes.* Sire, yl ne met avaunt nul title pur ly pur averer sun dyt: par quey yl semble tut ust yl issy fet ke ceo ust este de sa purprise demeyne sur le Roy, e de sun tort demeyne: jugement.—BEREWIKE. Il met avaunt pur ly un de pluys haut title pur ly ke seyt, en cel ke yl est preyt &c. ke yl e ces auncestres unt pris a lur volunte sauns desturbance e sauns livere de foreyter de tens dount memoyre ne court jekes ataunt ke yl fut par vous disseysy.—*Spigurnel.* Sire, le .C. acres de Boys dunt yl se pleynt fut en askun tens de la foreyte les auncestres nostre seygnour le Roy, e a cel houre nul play ke tochat le vert de meyme le Boys serreyt plede par bref de la commune ley, ne nul prendreyt ren en meyme le Boys sauns livere de foreyter: e vous dium ke un des auncestres nostre seygnour le Roy ke ore est graunta a auncestre mun seygnour le Counte de aver chace en le Boys dunt yl se pleynt, e meyme le estat luy graunta cum yl meymes aveyt en ceu Boys en eschaunge des autres[1] tenements; dunt nostre seygnour

A.D. 1293.

[1] MS. aunciens.

A.D. 1293. whereof our lord the present King is now seised, and part whereof he has dealt with at his pleasure. And inasmuch as we have the same estate as the ancestors of our lord the King had, in exchange for the other tenements, and inasmuch as at that time nothing which touched the vert was pleadable at common law, judgment if on this writ at common law he ought to be answered, and if you will take cognizance of such a thing.—*Louther.* Sir, remedy in this case we can not have except at common law: for the nature of the wood is changed from that of a forest to that of a chace; and we are ready &c. that before the exchange was made, and at the time of the exchange, and since the exchange, and from time whereof memory of man runs not, we and our ancestors before us have been seised of the right of taking and cutting fagots at our will without livery from the foresters, and of spreading nets to take &c.; ready &c. by the assise: and we pray judgment if there ought not to be an assise.—*Howard.* If we can not have a remedy by this writ at common law, give us a remedy.—*Huntindone.* It is not for us to give you a remedy.—*Spigurnel* (on the same side). Sir, although the nature of the wood be changed, viz. from forest to chace, yet its place is not changed, it being within the bounds of the forest. So we pray judgment if of a thing which touches vert we ought here to answer.—BEREWIKE. Await judgment.—Afterwards the parties came to terms.

Note. § "The King to the Sheriff, greeting. Command "such an one that justly and without delay he yield "up to us, so much &c. whereof he unjustly deforces "us."—The King's writ of Right should be in the above form, and should not say "which he claims to be his "right and his inheritance &c."

Note. § In a writ of Novel Disseisin, if the allegation do not accord with the plaint, the writ will abate.

le Roy, ke ore est, est seysy de partye de ces tene- A.D. 1293.
ments, e de partye si ad yl fet sa volunte. E desi cum nous avum meyme le estat ke les auncestres nostre seygnour le Roy aveyent en eschaunge des autres[1] tenements, e a cele houre nule chose ke tochat le vert serreyt plede a la commune ley; jugement si a cesty bref a la commune ley deyve estre respoundu, e si de tele chose volet devant vous conutre.—*Lowyere.* Sire, autre remedie ne poum aver for par commune ley en ceo cas: ke le boys si est chaunge hors de la nature de foreyte en nature de chace; e nous sums preyt &c. ke devant les eschaunges fetes, e en les eschaunges, e puys les eschaunges, e de tens dount memoyre ne court, avum este seysy e nos auncestres devaunt nous de prendre e de couper buche a nostre volunte saunz livere de foresters, e de tendre Reys a prendre &c.; preyt de &c. par le assise, e demandom jugement si assise ne deive estre.—*Howard.* Si nous ne devum aver Remedie par ceti bref a la comune [ley], donet a nous remedie.[2] —*Huntindone.* A nous neyt pas a doner vous remedie.—*Spigurnel* (pro eodem). Sire, tout seyt le Boys chaunge hors de la nature de foreyte en nature de chace, nemye pur ceo si est yl de la place ke est de deyns bounde de la Foreyte: dount demandum jugement si de chose ke touche le vert devum issy respoundre. —Berewike. Agardet vos jugements.—Puys acorderunt.

§ Rex vicecomiti salutem: præcipe tali quod juste Nota.
et sine dilacione reddat nobis tantum quod nobis injuste deforciat. Le bref le Roy de dreyt deyt estre fet en la fourme avaunt dite, e nemye "quod clamat esse jus et hereditatem &c."

§ En bref de novele disseysine si len tachement ne Nota.
acorde mye a la pleynte le bref se abatera.

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[1] MS. aunciens. | [2] MS. devet aver remedie.

A.D. 1293. Note. § If A. bring a writ of Novel Disseisin against B. C. and D., and then pray leave [to sue out a better writ] in respect of one, the writ will thereby abate.

Entry. § B. disseised Adam of his land, and thereof enfeoffed one John and Joan his wife; and afterwards John and Joan his wife thereof enfeoffed one Nicholas; and then John died. Adam brought a writ of Entry in the "post" against Nicholas, saying "into which he had "not entry except after the disseisin of the said Adam "effected by the said B."—*Spigurnel.* You can have a good writ in the "per," saying "into which Nicholas "has not entry except by Joan, to whom B. leased it, "and who tortiously &c. disseised Adam."—*Huntindone.* In this case I can not have any other writ; for B. disseised Adam, and then enfeoffed John and Joan; and then John and Joan enfeoffed Nicholas the present tenant; and then John, Joan's husband, died; and if it had been "into which &c. except by Joan," when in fact he had entry by John and Joan, on that ground the writ would have abated. And then, where further on he says the writ should have said "to whom B. "leased them, and who tortiously &c.," there equally the writ would have been abated; because the conveyance was made to John and Joan his wife, and not to Joan alone. Judgment if my writ be not good.—It was adjudged good.

Entry. § One A. brought a writ of Entry "ad terminum "qui præteriit" against B.—*B.* What have you to shew the term?—*Kynge.* Ready &c. by a good jury. And what have you to shew title to the fee?—*Spigurnel.* See here a charter by your ancestor whereby he enfeoffed us in fee: and we pray judgment if, in opposition to your ancestor's deed, you can get to an averment by the country.—Berewyke. Is it your ancestor's deed or not?—[*Kynge.*] Yes, Sir.—Berewyke. In op-

§ Si A. porte bref de novele disseysine ver B. C. e D., e puys prie conge en dreyt del un, par cel le bref se abatera. A.D. 1293. Nota.

§ Un B. disseysi un A. de sa tere, e de ceo enfeffa un Jon e Johane sa femme; e puys Jon e Jone sa femme de ceo enfefferunt un Nichol; puys morut Jon. Adam porta bref de entre en le post ver N., en le queus yl nad entre si noun puys la disseysine ke B. fyt a meymes cely Adam.—*Spigurnel.* Vous poriet aver bon bref en le per, en le queus Nichol nad entre si noun par Jone a ky B. le lessa, ky atort &c. disseysy Adam. — *Huntindone.* Autre bref ne puy jeo aver en ceo cas; ke B. disseysy Adam, e puys enfeffa Jon e Jone; e puys Jon e Jone enfefferunt Nichol ke ore tent; e puys morut Jon le Barun Jone; e si usse en le queus &c. si noun par Jone, la ou yl aveyt entre par Jon e Jone, par la dut le bref aver este abatu: e dunke pluys avaunt, a ky B. les lessa ky tort &c., la dut yl aver este abatu ausy, pur ceo ke les fut fet a Jon e Jone sa femme, e nemye a Jone soule; jugement si mun bref ne seyt bon.—Judicium quod sic. Entre.

§ Un A. porta le entre ad terminum qui preteriit ver B.—*B.* Quey avet du terme?—*Kynge.* Preyt &c. par bon pays: e quey vous del fee?—*Spigurnel.* Veet issy la chartre vostre auncestre, ke yl nous feffa en fee; e demandom jugement si encountre le fet vostre auncestre puysez ateyndre averement du pays.—Berewyke. Esse le fet vostre auncestre ou noun?—[*Kynge*]. Sire, oyl.—Berewyke. E encountre le fet vostre aun- Entre.

A.D. 1293. position to the deed of your ancestor, which you have admitted, you shall never be received to say this, "for "a term, ready &c., and not in fee." (This is true. It would be the same even if he had had a writing shewing the term, unless the charter had been made before the lease for a term.) — *Benfrond.* Sir, the charter ought not to bar us: for at the time of its execution our [ancestor] was imprisoned in Newgate; ready &c.— And the other side said the contrary.—Therefore &c.

Entry. § One Adam brought a writ of Entry against the Dean and Chapter of Stafford, saying "into which the "Dean and Chapter have not entry except by William "de C. late Dean of Stafford, predecessor of this &c., "who tortiously and without judgment disseised one N. "father of Adam; ready &c,"—*Kynge.* Sir, we tell you that the Dean did not enter by William his predecessor, but by one Robert his predecessor who was Dean after William; and we pray judgment of the writ: for he might have had a good writ in the "post" running thus, "into which the Dean and Chapter had "not entry except after the disseisin which William, "late Dean of Stafford and predecessor of this Dean, "effected &c."—*Huntindone.* Sir, we can not have any other writ; for the reason that the Chapter entered by William: and although the Dean did not enter by William, it was yet necessary that the Dean should be named; for without naming the Dean we should not have been answered: judgment if the writ in the "per" be not in this case good. — BEREWYKE. It is. Answer over.—*Spigurnel.* Sir, we tell you that William, our predecessor, did not disseise his father N.; ready &c.—And the other side said the contrary.— Therefore to the country.

Novel Disseisin. § One Adam brought the Novel Disseisin, for his common of pasture appurtenant to his freehold, against

cestre, le quel vous avet conu, vous ne serret jammays ressu a cel dire, a terme preyt &c. e nent en fee. (Quod verum est. Idem est quamvis haberet scriptum de termino, nisi carta fuit facta ante dimissionem ad terminum.)—*Benfrond.* Sire, la chartre ne deyt estre barre: ke a cel houre ke ele fut fete si fut nostre [auncestre] enprisone en Neugate; preyt &c.—E lautre [le revers].—Ideo &c. A.D. 1293.

§ Un Adam porta bref de entre ver le Deen e le Chapitre de Estafford, en le queus le Deen e le Chapitre nount entre si noun par Willeme de C. jadys Den de Estafford, predecessour cety &c., ke atort e sauns jugement disseysy un N. pere Adam; preyt &c.—*Kynge.* Sire, nous vous dium ke le Deen ne entra poynt par W. sun predecessour, eyns fyt par un Robert sun predecessour ke fut Den apres W.; e demandum jugement du bref: ke yl poeyt aver hu bon bref en le "post" issint, en le queus le Den e le Chapitre nount entre si noun puys la disseysine ke un W. jadys Deen de Estafford, predecessour meymes cety Den, de ceo enfit &c.—*Huntindone.* Sire, nous ne poum autre bref aver; par la resone ke la Chapitre entra par W.; e tut ne entra poynt le Deen par W., yl covent ke le Deen seyt nome; kar saunz nomer le Deen ne serrium nent respoundu: jugement si le bref ne seyt bon en ceo cas en le "per."—BEREWYKE. Si est. Responet outre.—*Spigurnel.* Sire, nous vous dium ke W. nostre predecessour ne disseysy poynt N. sun pere; preyt &c. —E lautre ke le revers.—Ideo ad Patriam. Entre.

§ Un Adam porta la novele disseysine de sa commune de Pasture apurtenant a sun franc tenement ver B.— Novele desseysine.

A.D. 1293. B.—*Huntindone* answered that B. was chief lord of the common &c., and had approved by Statute in such wise that there was still sufficient &c.; ready &c.—*Howard.* You can not get to that plea; for you yourself have by this charter precluded yourself from approving.—The charter was read; and it stated that B. had granted to Adam's father common of pasture, thus, "to common everywhere in the same manner as "his neighbours do common."—*Howard.* Sir, by that charter he granted to our father the right to common over the whole of the pasture in the same manner as others, the neighbours, did: but, at the time when the charter was made, all the neighbours commoned over the whole pasture: judgment if he can approve, in opposition to his own deed.—*Huntindone.* If that charter had been executed since the Statute which gives the right of approving to the lord of the pasture, that would be some thing; but now the charter was executed a long time before the Statute, and before such a right was given to them: therefore it seems to us that the Statute has no application; and we pray judgment.—*Spigurnel.* You must claim the common as appurtenant, or else by some specialty. If as appurtenant, then we answer that we have approved by authority of the Statute. If by specialty, then as your writ says "appurtenant" we pray judgment of the writ.—*Howard.* One affirms the other: therefore I may have both.—Berewike. Your charter says, "as others, his neigh-"bours, do common." But his neighbours have common as appurtenant: so he ought to have common as appurtenant: and then it follows that he has nothing more after the charter than he had before. Call in the Assise.—The Assise was charged, and asked if he had sufficient pasture as appurtenant &c., and free exit and entry &c.—The Assise answered Yes.—So he was not disseised.—Berewyke.—This Court adjudges that Adam

Huntindone respoundi ke B. fut chef seygnour de la commune &c., e se aveyt aproue par Statut,[1] issy ke yl ad uncore suffisaunte &c., preyt &c.—*Howard.* A ceo dire ne poet avenyr; ke vous meymes vous avet forclos de vous enprouer par ceste Chartre.—La Chartre fut lue, ke B. aveyt graunte a le pere Adam de aver commune de pasture ad communicandum per totum, eodem modo secundum quod vicini sui communicant.—*Howard.* Sire, par cele Chartre si graunta yl a nostre pere a communer par tote la pasture ausi cum les autres veysyns; mes a cel houre kaunt la Chartre fut fete, tous le veysyns communerunt par tote la pasture: jugement si encountre sun fet se puyse enprouer.—*Huntindone.* Si cele Chartre ut este fet puys le estatut par quey tel benefyz si est graunte al seygnour de la pasture ke yl se put aprouer, ceo serreyt ascune chose; mes ore fut la Chartre fete long tens devaunt le estatut, e devaunt ke teu benefyz fut a eus graunte; par quey yl semble a nous ke ele ne pet luy tenyr: e demaundum jugement.—*Spigurnel.* Yl covent ke vous clamet la commune cum apurtenaunte ou par especialte: si cum apurtenaunt, dunk responum nous ke nous le avum aprowe par statut: si par especialte, e vostre bref veut apurtenant, dunke demaundum jugement du bref.—*Howard.* Le un afferme lautre; par quey jeo averoy le un e lautre.—Berewike. Vostre chartre veut "sicut "alii vicini sui communicant:" mes ses autre veysins communent cum apurtenaunt: dunke deyt yl communer cum apurtenaunt; e dunke ensut yl ke yl nad nent pluys par la Chartre ke yl ne aveyt avaunt. Fete venyr le assise.—Le assise charge si yl ust sufficiaunte pasture cum apurtenant &c., e fraunche issue e entre &c. —Le Assise dyt ke oyl. Par quey yl ne fut nent disseysy.—Berewyke. Si acorde cete Court ke Adam

A.D. 1293.

[1] 13 Ed. I. (Westm. 2.) c. 46.

A.D. 1293. do take nothing by his writ, &c.—Note that, in this case the charter does not hold good.

Note. § Note. *Howard* said that where one enfeoffs another by charter of twenty acres of pasture, saving to the feoffor the pasture, or saving to him the agistment or other like kind of profit, the feoffment is void in itself.

Mordancester. § Alice, of full age, and her sister Joan, under age, brought the Mordancester against William an infant under age.—*Kynge* (for the infant under age). Sir, William answers you that he is in as cousin and heir of Nicholas de C., his uncle: and he is under age: and he prays his age.—*Hurste.* He can not say that; for the reason that the tenement belonged to one Cecily, to whom this William is a total stranger: and we brought a writ of Mordancester, on the death of our father, against the said Cecily, who died pending the plea. After her death, this William abated on the tenement of his own wrong. Judgment if of his own wrong he ought not to answer.—BEREWIKE. What are they to Cecily? If the women who bring the Mordancester were to bring the Mordancester on the death of Cecily, it would then lie well in their mouth to say that the infant abated therein, of his wrong, after the death of Cecily their ancestress: but she was a total stranger to those who are demandants; therefore that exception does not lie in their mouth. And since William says that he entered as cousin and heir of his uncle Nicholas, and prays his age, we think that he gives a sufficient answer. Answer over.—*Hurste.* Sir, we tell you that this is the infant's purchase: for this reason, viz. that the said Cecily gave the said tenement to the said William; who had good and peaceable seisin thereof, and then leased the tenement back to Cecily for the term of her life, yielding to the infant

ne prenge ren par sun bref &c.—Nota quod in isto casu Carta non habet locum. A.D. 1293.

§ Nota par *Howard* ke la ou un houme feffe un autre de .xx. acres de pasture par Chartre, sauve a luy la pasture, ou sauve a ly lengistement ou autre manere ke enprouement, le feffement si est nuyl en sey. Nota.

§ Une Alice, de age, e Jone sa seer, de deyns age, porterunt le mordauncestre ver Willem, un enfant de-deyns age.—*Kynge* (pur lenfaunt de deyns age). Sire, Willeme vous respount ke yl est eyns cum cosyn e heyr Nichol de C. sun uncle; e est de deyns age; e prie sun age.—*Hurste.* Ceo ne pet yl dire; par la resone ke le tenement fut a une Cecile, a la quele meyntenaunt cety Willeme si est tut estraunge: e nous portames bref de mordauncestre, de la mort nostre pere, ver meyme cele Cecile, ke morut pendaunt le play: apres sa mort, cety Willem se abaty en le tenement de sun tort demeyne. Jugement si de sun tort demeyne ne deyve respoundre.—BEREWIKE. Quey sount eus a Cecile? sy le femmes ke portent le mordauncestre portasent le mordauncestre de la mort Cecile, dunke serreyt ceo ben en lur bouche a dire ke lenfaunt se abaty leyns de sun tort apres la mort Cecile lur auncestre: mes ore fut ele tut estraunge a seus ke ore demaundent; par quey cel excepcioun ne gyst pas en lur bouche. E de puys ke Willem dyt ke yl entra cum cosyn a heyr Nichol sun uncle, e prie sun age, yl respount assez. Responez outre.—*Hurste.* Sire, nous vous dium ke ceo est le purchas lenfaunt; par cete resone, ke cele Cecile dona ceu tenement a meyme ceti Willeme; ke aveyt la seysine bone e peysible, e pus lessa meyme le tenement arere a Cecile a Mort de auncestre.

A.D. 1293. twelve pence by the year. Cecily died; and after Cecily's death William entered as on his own purchase: judgment if in respect of his own purchase he ought not to answer, although under age.—*Kinge.* Not his purchase; ready &c.—And the other side said the contrary.—Therefore &c.

Contra formam feoffamenti.

§ If Adam bring a writ of Contra formam feoffamenti against B., and B. say that he was seised of that service before the coronation of King Henry; ready &c.; and the other side traverse, saying that he was not; and the Inquest say that he was seised before the coronation; still Adam can have his remedy by the Ne Vexes which cuts deep in the Right.

Formedon.

§ One Adam, an infant under age, brought a writ of Formedon in the descender against B.—*Huntindone.* Sir, Adam is under age: judgment if in this writ, which is in the Right, he ought to be answered.—*Kynge.* You saw the like case at Hereford, where Richard Daniel, who was under age, brought the like writ against Richard de la Bere, and was answered.—*Huntindone.* This case is not like that; for the reason that Richard Daniel had a charter shewing the form, and you have nothing to shew the form: therefore we pray judgment if you ought to be answered while you are under age.

Novel Disseisin.

§ If a writ of Novel Disseisin be brought against B., and B. say that the freehold belongs to one C., who is under age and in ward to him, and that he claims nothing except by way of wardship, and pray judgment of the writ inasmuch as the infant is not named in the writ, the writ will abate. And although the plaintiff offer to aver that B. was fully tenant on the day when the writ was purchased, by appropriating the freehold adversely to him, he shall not be received

terme de vie, rendaunt a lenfaunt .xii. deners par an. Cecile morut: apres la mort Cecile, Willeme entra cum en sun purchas demeyne: jugement si de sun purchas ne deyve respoundre de deyns age.—*Kynge.* Nent sun purchas; preyt &c.—E lautre le revers.—Ideo &c. A.D. 1293.

§ Si Adam porte le bref contra formam feoffamenti ver B., e B. die ke yl fut seysy de ceu service devaunt le corounement le Roy Henri, preyt &c., e lautre traverse ke noun, e lenqueste die ke yl fut seysy devaunt le Corounement, uncore purra Adam aver remedie par le Ne vexes ke trenche si haut en le dreyt. Contra formam feoffamenti.

§ Un Adam, enfaunt de deyns age, porta bref de fourme de doun en le descendre ver B.—*Huntindone.* Sire, Adam est de deyns age: jugement si a ceo bref ke est en le dreyt deyt estre respoundu.—*Kynge.* Vous veytes le cas a Hereford[1] par entre Ricard Daniel, ke fut de deyns age e porta un teu bref ver Ricard de la Bere, e fut respoundu.—*Huntindone.* Ceo cas neyt pas semblable a cel; par la resun ke Ricard Daniel aveyt Chartre de la fourme, e vous ne avet ren de la fourme; par quey demaundom jugement si vous devet estre respoundu de deyns age. Fourme de doun.

§ Si bref de novele disseysine seyt porte ver B., e B. die ke le franc tenement est a un C., ke est de deyns age e en sa garde, e ke yl ne cleyme rens fors en noun de garde, e demaunde jugement du bref de si cum lenfaunt neyt pas nome en [le bref], le bref se abatera: e tut vodra le plentyf averer ke B. fut pleynement tenaunt le jour del bref purchase cum en apropriaunt le franc tenement ver ly, yl ne serra poynt ressu en Novele disseysine.

[1] See p. 59, ante.

A.D. 1293. in this case.—But it is otherwise if he do not claim as guardian; because then the defendant ought to be received to the averment.

Note. § In a writ of Mordancester, if the tenant vouch B. to warranty, and B. be summoned and appear; still the tenant may retire from his voucher and may make answer to the action, and give an answer in chief to the action; but he can not make a dilatory exception. And in this case the tenant will suffer the penalty, viz. he will be amerced because he waived his voucher. —[. . .] (for the tenant). Sir, in order to ease the Court he withdraws from his voucher, and he himself gives an answer in chief, and he tells you that such an one was later seised, and this writ &c.—GILBERT DE ROUBURY (JUSTICE). Aye, but inasmuch as he vouched and the vouchee was summoned, that was a delay; and thereby he has troubled the Court: so he shall be amerced.—And he was amerced.

Novel Disseisin. § Hear this, ye Justices, that I will say the truth in regard to this assise, and to the freehold whereof I have made View by the King's order, and I will not on any account fail to say the truth according to my knowledge; so help me God and his Saints.

Mordancester. § Hear this, ye Justices, &c. to this assise and to this messuage (following the form in the writ) and of the land whereof I have &c. (as above in all respects.)

§ Note that, against a stranger, in the following case homage binds to warranty.

Ael. § Robert de Hesintone brought a writ of Ael, on the death of Robert de Hesintone his grandfather, against Robert de Sewale, for one messuage and one carucate of land &c. Robert de S. vouched to warranty Ralph

ceo cas. Aliter est si non clamat tanquam custos, quia tunc debet reus admitti ad verificandum. A.D. 1293.

§ En bref de mordauncestre si le tenaunt vouche a garaunt B., e B. seyt somouns e veyne, uncore pet le tenaunt resortyr de sun voucher e respoundre meymes al accioun, e doner chef respounce al accioun; mes excepcioun dilatorie ne pet yl poynt alegger: e en ceo cas le tenaunt avera sa peyne, saver, serra amercye pur ceo ke yl weyve sun voucher.—[. . .] (pur le tenant). Sire, pur heyser la Court, yl resorte de sun voucher, e doune chef respounce meyme, e dyt ke un tel fut pluys tard seysy, e cety bref &c.—GILBERT DE ROUTHEBY JUSTICE. Oyl, mes entant ke yl vouche, e le voucher somouns, ceo fut un delay, e par taunt si ad yl desese[1] la Court: e pur ceo serra yl amercye. Et fuit. Nota.

§ Ceo oyez vous justices, ke joe verite dirroy de cet assise e de franc tenement dount joe ay la veuue fete par comaundement le Roy, e pur ren ne lerroy ke verite ne dirray a mun acient; si deu moy eyde e ceo seyns. Novele disseysine.

§ Ce oyez vous Justices, &c. de cete assise, e de un mes, scilicet secundum formam brevis, e de la tere dunt jeo ay &c., ut supra in omnibus. Mort de auncestre.

§ Nota, quod contra extraneum in casu legis sequentis[2] homagium ligat ad warrentiam.

§ Robert de Hesintone porta bref de Ael, de la mort Robert de Hesintone sun ael, ver Robert de S., de un mes e de une carue de tere &c. Robert de S. vouche Ael.

[1] MS. desele.

[2] These words are at full length in the MS. Perhaps the words "lege sequente" in a parenthesis may be substituted.

A.D. 1293. de H.—*Kynge.* By what do you vouch us?—*Spigurnel.* For the reason that we hold of you what is now in demand by homage, which homage you have received from us, and you are seised of our homage: and so, we vouch you by the homage which &c.—*Kynge.* Sir, we tell you that one Robert de Hesintone held of us the tenement now in demand by homage, and died in homage to us; after whose death the said Robert Sewale entered as most apparent heir to Robert de Hesintone; and came to us, and tendered to us his homage as next heir to Robert de Hesintone; and we received his homage (saving to every one his rights) as from him who was after the death of our tenant the most apparent heir; and we pray judgment if that homage binds us to warranty against the true heir of Robert de Hesintone on whose death the writ is brought.—*Spigurnel.* You give us two answers; and you can not hold to both. One is that you received our homage saving &c.; the other is that you say that we entered, as most apparent heir, on the tenement now in demand after the death of Robert, on whose death the writ &c., and you pray judgment if by reason of that homage you ought to warrant against Robert's true heir.—*Kynge.* Sir, inasmuch as after Robert's death he entered as most apparent heir and did homage to us as next &c., we pray judgment if by reason of that homage he can bind us to warranty against the true heir of Robert the grandfather, who claims an estate by the same descent.—*Spigurnel.* Then you waive the other answer. Sir, we tell you that our father Nicholas held these tenements of his father Philip by homage, and died in homage to him. Then, his father Philip died; after whose death our father did homage to him for the same tenement. Then, our father Nicholas died in homage to him; after whose death we entered as son and heir of our father Nicholas,

a garantie Rauf de H.—*Kynge.* Par quey nous vouchet? A.D. 1293.
—*Spigurnel.* Par la resone ke nous tenum ke ore est en demande de vous par homage, le quel homage vous avet de nous ressu, e vous de nostre homage seysy estes; e issint vous vouchum par le homage ke &c. —*Kynge.* Sire, nous vous dium ke un Robert de Hesintone tynt de nous le tenement ore demaunde par homage, e morut en nostre homage; apres ky mort entra meymes cety Robert Sewale, cum pluys apparaunt heyr a Robert de Esintone, e vynt a nous, e tendi a nous sun homage cum pluys procheyn heyr Robert de Esintone; e nous ressumes sun homage, sauve a chescun sun dreyt, cum de cely ke fut pluys apparaunt heyr apres la mort nostre tenant; e demaundum jugement si cel homage nous lye a la garantie encountre le verrey heyr Robert de Hesintone de ky mort le bref est porte.—*Spigurnel.* Vous nous donet deus respounces; e vous ne poet aver le un e lautre: le un est ke vous ressutes nostre homage sauve &c.; le autre est ke vous dites ke nous entrames cum pluys apparaunt heyr en le tenement ore demaunde apres la mort Robert de ky mort le bref &c., e demaundet jugement si encountre le verrey [heyr] Robert devet par cel homage garrantir.—*Kynge.* Sire, nous demaundom jugement, de si cum yl entra cum pluys apparaunt heyr apres la mort Robert e fyt a nous homage cum pluys &c., si par cel homage nous puyse lier a la garrantye encountre le verrey heyr Robert le ael ke cleyme estat par meyme la dessente.—*Spigurnel.* Dunke weyvet vous lautre. Sire, nous vous dium ke Nichol nostre pere tynt ces tenements de Phelip sun pere par homage, e morut en sun homage: puys apres morut Phelip sun pere; apres ky mort nostre pere fit homage a ly pur meyme le tenement; puys morut Nichol nostre pere en sun homage; apres ky mort nous entrames cum fyz e heyr Nichol nostre pere, e nent cum le

A.D. 1293. and not as heir of Robert on whose seisin the writ is now brought, and did homage to you as heir to our father Nicholas; which homage you received unconditionally: so we pray judgment if by reason of that homage you do not owe warranty to us.—*Kynge.* You can not be in a better condition or in any other state, as regards the binding us to warranty by reason of that homage, than your father would be: but if your father were now alive, who as brother and most apparent heir to Robert did after the death of Robert on whose seisin the writ is brought enter on the tenements now in demand, and as such did homage to us, he would not by that homage bind us to warranty against Robert's right heir: no more shall you who have his estate. And we pray judgment if &c.—BEREWYKE. Answer, Spigurnel, whether your father Nicholas did or did not after Robert's death enter as next heir, and as such do homage to Philip the father of Ralph. — *Spigurnel.* Sir, judgment if I be bound to answer so high up. — BEREWYKE. Where will you demur? — *Spigurnel.* Sir, I pray judgment, inasmuch as his father received homage from our father Nicholas, and then after his father's death he himself received homage from our father, and after the death of our father Nicholas he in like manner received homage from us for the same tenement, — judgment if he ought not to warrant.—*Kynge.* And we pray judgment if we ought to warrant against him.—BEREWIKE. Adjourn until to-morrow.—On the morrow came *Spigurnel* and put forward a charter of feoffment in which was contained homage and a clause of warranty, and he vouched by virtue of the charter.—*Kynge.* You can not get to that; for when you vouched us by reason of homage, we asked if by reason of any other thing &c., and you said No: and we replied to that; and thereupon we on either side did abide judgment; therefore you shall not get to that.—BEREWIKE. You shall not get to that; you

heyr Robert de ky seysine le bref est ore porte, e A.D. 1293.
feymes a vous homage cum le heyr Nichol nostre pere; le quel vous ressutes simplement; dunt demandom jugement si par cel homage ne devet a nous garrantir. —*Kynge.* De meylour condicioun ne poet estre ne de autre estat, kaunt a nous lier a la garrantye par cel homage, ke ne serreyt vostre pere; mes si vostre pere fut ore en vye, ky entra, apres la mort Robert de ky seysine le bref est ore porte, en les tenements ore demaundez cum frere e pluys apparaunt heyr a Robert, e cum tel fyt a nous homage, yl nous ne liereyt poynt a la garrantye par cel homage encountre le dreyt heyr Robert: nent pluys vous ke avet sun estat: e demaundom jugement si &c.—BEREWYKE. Spigurnel, responet; entra Nichol vostre pere apres la mort Robert cum pluys procheyn heyr, e cum tel fit homage a Phelip pere Rauf, ou noun?—*Spigurnel.* Sire, jugement si seye tenu si haut respoundre.—BEREWYKE. Ou volet demorer?—*Spigurnel.* Sire, jeo demaund jugement, de si cum sun pere ressut homage de Nichol nostre [pere], e puys apres la mort sun pere yl meymes ressut homage de nostre pere, e puys apres la mort Nichol nostre pere ausi ressut homage de nous pur meyme le tenement, jugement si yl ne deyt garrantir.—*Kynge.* E nous jugement si encountre ly devum garrantir.—BEREWIKE. A demeyn.—Lendemeyn vint *Spigurnel* e bota avaunt une chartre de feffement en la quele fut cuntenu homage e clause de garrantye; e voucha par la Chartre.—*Kynge.* A ceo ne poet avenyr; ke kaunt vous nous vouchates par homage, nous demandames si par autre chose &c., vous deytes ke noun; e nous respoundimes a cel, e fumes de cel en jugement demore de une part e de autre; par quey vous ne en vendrez poynt.—BEREWIKE. Vous ne avendrez poynt; vous

A.D. 1293. did abide judgment on a precise point. — *Spigurnel.* Sir, whereas he says that our father Nicholas entered after Robert's death as next heir, and as Robert's heir did homage to him, Sir, that can not be said: for we tell you that after Robert's death one William de B. entered on the tenement, and was for a long time seised, and did homage to his father Philip; and afterwards he out of his seisin enfeoffed Nicholas our father of the same tenement, to hold of the chief lord of the fee by &c.: and our father entered and did homage to his father Philip, in the character of a stranger purchaser and not of Robert's heir: and that after the death of his father Philip, he, as a stranger, did homage to this same Ralph; and that after our father's death we entered as son and heir, and as heir to our father we did homage to him: and this we offer to aver. And, inasmuch as our father entered by William as a stranger purchaser, and as a stranger did homage to his father, and afterwards to himself, and afterwards we likewise as heir to our father did homage to him, we pray judgment if by reason of that homage he ought not to warrant. —*Kynge.* You are too late in alleging that: for we on either side did abide judgment on a precise point. And, on the other hand, you did yesterday admit that your father entered as next heir after Robert's death, and as next heir did homage to our father and afterwards to us, and that after your father's death you entered as son &c. and did homage to us, and you prayed judgment if that homage would not bind us &c.—*Spigurnel.* Sir, I appeal to your record that I never admitted it; but I prayed judgment if I was bound to answer so high up, viz. to the question whether he entered as Robert's heir, or not: and I appeal to your record thereof.—*Kinge.* Your silence was a sufficient admission thereof; and since you did not deny it, and did abide judgment thereon, judgment if you ought now to be received to plead any thing else. — BEREFORD. That would be a

eytes demore en jugement sur certeyn.—*Spigurnel.* Sire, la ou yl dyt ke Nichol nostre pere entra apres la mort Robert cum pluys procheyn heyr, e cum le heyr Robert fyt a ly homage, Sire, ceo ne pet um dire; ke nous vous dium ke apres la mort Robert entra un Willem de B. en ceo tenement, e seysy fut graunt tens; e homage fyt a Phelip sun pere, e puys apres enfeffa hors de sa seysine Nichol nostre pere de meyme le tenement a tenyr de chef seygnour de fee pur &c.: nostre pere entra e fyt homage a Phelip sun pere cum estraunge purchasour, e nent cum heyr Robert: puys apres la mort Phelip sun pere si fyt yl homage a meymes cety Rauf cum estraunge; e apres la mort nostre pere, nous entrames cum fyz e heyr, e feymes homage a luy cum le heyr nostre pere: e cete chose volum averer; e demaundum de si cum nostre pere entra par Willem cum estraunge purchasour, et fit homage a sun pere cum estraunge, e puys a ly, e nous puys ausy a ly cum heyr nostre pere, si par cel homage ne deyve garrantir.—*Kynge.* Vous estes venu trop tart pur cel alegger; kar nous sumes demore sur certeyn en jugement de une part e de autre. E de autre part, vous grauntates heer ke vostre pere entra cum pluys procheyn heyr apres la mort Robert, e cum pluys procheyn heyr fit homage a nostre pere, e puys a nous; e ke vous entrates apres la mort vostre pere cum fyz &c., e feytes homage a nous; e demaundates jugement si cel homage nous ne liereyt &c.—*Spigurnel.* Sire, jeo prenc ben voz recors ke jeo ne la graunta unkes, mes uncore demaunda jeo jugement si meyter fut ke respoundise si haut, le quel yl entra cum le heyr Robert ou noun: e de ceo prenc jeo ben vos recors.—*Kynge.* Aset le grauntates en teysaunt; de puys ke vous ne le dedites nent, e demorates her en jugement sur cel, jugement si ore a autre chose dire devez estre ressu.—BEREFORD.

A.D. 1293.

A.D. 1293. marvellous prayer—to pray judgment if you have need to support your plea and your voucher.—BEREFORD. If, Adam, you had asked him whether or not his father entered as Robert's next heir and as such did homage to your father, and he had refused to answer, and you had then prayed judgment of him as of one who would neither admit nor deny your statement, in that case we would have taken it for granted.—*Kynge.* Judgment if he can now get to say that his father did homage to us and to our father as a stranger and not as Robert's next heir; inasmuch as he yesterday tacitly granted that after Robert's death his father entered as Robert's next heir, and as such did homage to our father and to us, and prayed judgment if by reason of the homage which he had done to us as Nicholas's heir we should not have been bound to his father; and we also prayed judgment; and we went to judgment.—*Spigurnel.* I appeal to your record that I never granted it, and that I again prayed judgment if I was bound to answer so high up, viz. to the question whether or not he entered as privy, and whether he did homage as Robert's heir or as a stranger purchaser; and we pray judgment if we ought not to be received to the assertion that our father entered as a stranger purchaser, and that as a stranger purchaser he did homage to him.

Utrum. § The parson of Pencriche brought the Utrum against B. for five acres of land in Pencriche.—*B.* Sir, the land which is now in demand is of the ancient demesne of our lord the King where &c.; judgment of the writ.—*Howard.* This is a writ of Right as far as regards the parson; and the parson can not have his recovery by any other writ except this writ of Utrum, which writ can not be there pleaded, and consequently he ought to be answered here at common law: and thereon we

Ceo fut mervilouse demande a demander jugement si vous usset mester a sustenyr vostre play e voutre voucher.—BEREFORD. Adam, si vous usez demande de ly le quel sun pere entra cum pluys procheyn heyr Robert e cum tel fit homage a vostre pere ou noun, e yl a cel ne voleyt aver respoundu, e vous usset demande jugement de luy cum de cely ke ne voleyt vostre dyt granter ne dedire,[1] en ceo cas nous le usum tenu a graunte.—*Kynge.* Jugement si ore puyse avenyr a dire ke sun pere fyt homage a nostre pere e a nous cum estraunge e nent cum le pluys procheyn heyr Robert, desicum yl enteysaunt heer graunta ke sun pere entra apres la mort Robert cum pluys procheyn heyr a Robert, e cum cel fit homage a nostre pere e a nous, e demanda jugement si par le homage ke yl aveyt fet a nous cum le heyr Nichol a sun pere ne serrum lie, e nous demandames jugement, e a jugement sumes.—*Spigurnel.* Jeo preng ben vos recorz ke jeo ne le graunta unkes, e ke jeo demanday jugement uncore si jeo use meyter si haut respoundre le quel entra cum prive ou noun, e le quel yl fit homage cum heyr Robert ou cum estraunge purchasour; e demandom jugement si a cel dire ke nostre pere entra cum estraunge purchasour ne deyve estre ressu, e ke yl fit homage a luy cum estraunge purchasour. A.D. 1293.

§ Une persone de Pencriche porta le utrum ver B. de .v. acres de tere en Pencriche.—*B.* Sire, la tere ke ore est en demande si est del aunciene demene nostre seygnour le Roy, par la &c.; jugement del bref.—*Howard.* Ceo est un bref de dreyt kaunt a la persone, e la persone ne pet par autre bref aver rekeveryr fors par cety bref de utrum, le quel bref ne pet la estre plede; par quey yl covent ke yl seyt respondu issy a Utrum.

[1] MS. dire.

A.D. 1293. pray judgment.—BEREWIKE. Answer, B.—And B. did so.—And the Assise passed against the parson.

Note. The circumstances of the above case were these. First of all B. brought the little writ of Right close against the parson and recovered the five acres by judgment. And afterwards the parson brought the Utrum against B., and B. answered. In like manner, if B. had been tenant at the first, and the parson had brought the Utrum against him and had recovered by judgment, notwithstanding that judgment B. might have recovered against him by a writ of Right.

Formedon. § One Adam brought a writ of Formedon against B., and the writ ran thus: "Command E. le Mortimer &c. that justly and without delay he yield up to A. &c. one messuage and one carucate of land with the appurtenances in N., which he claims to be the right of himself and of the heirs of his body, and of which the aforesaid E. deforces him, as he says; and unless he shall so do, &c.—*Ralph.* Sheweth unto you Adam, who is here, that Edmund who is there tortiously deforces him of one messuage and one carucate of land with &c.; and tortiously for this, that it is his right, for the reason that one W. de C. enfeoffed him of that messuage and that carucate of land &c., to hold to him and the heirs of his body begotten; and whereof he himself was seised in his demesne as of fee and of right, according to the form aforesaid, in time of peace &c., the esplees &c. amounting &c. as of fee and of right according to the form aforesaid. Thereof Adam has good suit.—*Howard* denied &c., and asked if he (Adam) stood to the count. And he said that he did; and it was avowed.—*Howard.* Sir, according to our experience, never in any count in the world should one say at the end "and that such is his right he has "good suit," except in a writ of Right which is terminated by battle or &c., where at the end of the

la commune ley; e de ceo demandom jugement. —BEREWIKE. B. responet.—Et fecit.—Le assise contra personam. A.D. 1293.

Le cas de seu play fut icel, ke a deprimes B. porta le petit bref clos ver la persone, e rekeveri le . v. acres par jugement. E puys apres la persone porta le utrum ver B., e B. respondi: en meyme le maner si B. ust este primes en tenance, e la persone ust porte le utrum ver ly e ust rekevere par jugement, nemye encountre esteaunt cel jugement B. purra aver rekeveri ver ly par un bref de dreyt. Nota.

§ Un Adam porta bref de fourme de doun ver B.: e fut le bref itel, præcipe E. le Mortimer &c. quod juste et sine dilacione reddat A. &c. unum messuagium et unam carucatam terræ cum pertinentiis in N., quod clamat esse jus suum et heredibus de corpore suo exeuntibus, et quæ prædictus E. ei deforciat, ut dicit; et nisi fecerit &c.—*Rauf.* Ce vous mostre Adam ke icy est ke E. ke ileke est atort luy deforce un mees e une Carue de tere od &c.; e pur ceo atort ke ceo est sun dreyt, par la resone ke un W. de C. de ceu mes e de cele Carue de tere od &c. ly enfeffa a ly e a ses hers de sun cors engendrez; e dunt yl meymes fut seysy en sun demeyne cum de fee e de dreyt, solom la fourme avaunt dite, en tens de pes &c., les enplez &c., mountaunt &c., cum de fee e de dreyt, solom la fourme avaunt dite. Adam en ad suyte bone.—*Howard* defendi &c., e demanda sy yl voleyt le counte; e yl dyt ke oyl; e fut avoue.—*Howard.* Sire, a ceo ke nous avum apris, james en nuyl Counte de mounde ne deyt houme dire al fyn del Counte—e ke icel seyt sun dreyt yl en ad suyte bone, fors a bref de dreyt ke serra termine par bataille &c., la deyt Fourme de doun.

A.D. 1293. count one should say thus—" and that such is his right " he has good suit and proof:" and in other writs which are pleaded here one ought to say at the end of the count " and if he will deny, he has good suit:" judgment of the count.—BEREWIKE. At the beginning he counted that it was his right, as limited to him and his heirs &c. Why then should he not at the end of the count say—" and that such is his right he has " good suit?"—*Howard.* Sir, in a writ of Entry one ought at the beginning to count that it is his right and his heritage &c.; and at the end he ought to say thus—" if he will deny &c. good suit;" and not " and " that such is his right he &c. Judgment &c.—BEREWYKE. It would have run better thus—" and if he will " deny it, he has thereof good suit," than in any other form. But the writ shall not be abated for that: answer over.—HOWARD. This writ was provided by Statute by way of remedy for those who lose their tenement by default and who are not competent to plead on the Right: therefore, Sir, let them say by what right they demand this tenement against us, and if the default which he made was made before the Statute or afterwards.—BEREWYKE. He has counted against you. Now it is for you to answer. Answer. —*Howard.* Sir, this writ is given by Statute where he who has only a freehold for term of life or in fee-tail loses the tenement by default, because they can not plead on the Right: and the Statute operates only since the passing thereof: and we tell you that the default was made before the Statute; and he lost by default before the Statute; judgment if on this writ, which is given by a Statute passed since that time, he ought to be answered.—*Huntindone.* True it is that the default was made before the Statute; but as the Statute does not mention whether the default is to be after or before, but speaks in general terms, we pray judgment if you ought not to answer.—*Howard.* The

home al fyn del conte issy dire, e ke tel seyt sun dreit yl ad sute e dereyne bone: e en autre brefs ke sunt issy deyt home dire a fyn del counte—e si yl le vet defendre yl ad sute bone; jugement del counte.—BEREWYKE. A deprimes counta yl ke ceo fut sun dreyt a ly e a ses heyr &c.: pur quey dunke ne dirreyt yl mye al fyn del counte e ke tel seyt sun dreyt yl &c. suyte bone?—*Howard.* Sire, volunters a un bref de entre si deyt hom counter a comensement ke ceo est sun dreyt e sun heritage &c.; e uncore al fyn dirra yl issy—e si yl le veut dedire yl &c. suyte bone; e nemye issy—e ke tel seyt sun dreyt yl &c. Jugement, &c.—BEREWYKE. Yl serreyt meus dyt issy, e si yl le veut dedire yl en ad suyte bone, ke autrement: mes pur ceo ne serra poynt le bref abatu: responez outre.—*Howard.* Cety bref si est purvu par statut[1] en remedie de seus ke perdunt lur tenement par defaute, e ke de dreyt parler ne poeyent: dient Sire dunke par queu dreyt yl demande seu tenement ver nous, e si la defaute ke yl fet fut fete[2] devaunt le estatut ou apres.—BEREWYKE. Yl ad counte ver vous: ore a vous respoundre: responez. —*Howard.* Sire, cety bref est done par statut par la ou cely ke nad ke franc tenement a terme de vie ou fee tayle perd sun tenement par defaute pur ceo ke de dreyt ne pount parler; e le estatut nad lu for puys ke yl fut fet: e vous dium ke la defaute fut fete devant le estatut; e devaunt le estatut perdi par defaute: jugement si par cety bref ke est done par Statut puys cel tens deyve estre respoundu.—*Huntindone.* Veyrs est ke la defaute fut fete devaunt le estatut; mes le estatut ne fet nuyl mencioun de defaute fete apres ne avaunt, mes parle indistincte; jugement si vous ne devet respoundre.—*Howard.*

A.D. 1293.

[1] 13 Ed. 1. st. 1. c. 4.

[2] MS. defete.

A.D. 1293. Statute says, " henceforth this kind of default shall not " be so prejudicial &c."—BEREWYKE. Aye; but the Statute does not say " this kind of default henceforth to " be made:" therefore the Statute is to be understood as well of a default made before as of one made after the Statute. Await judgment.

Novel Disseisin.

§ One Alice, who was under age, brought the Novel Disseisin against one Benet.—*Kinge.* Sir, we tell you that Benet entered by one Margery, who once on a time was tenant of the said tenement in respect of which she makes plaint, and not by disseisin. Now Margery is not named in the writ: judgment of the writ.—*Huntindone.* Sir, we freely admit that Margery was seised, and that he entered by Margery as he states; but we tell you that once on a time the tenement, of which Alice complains that she is disseised, was in the seisin of one Hugh, father of the said Alice; which Hugh out of his seisin made a feoffment of these tenements to one William father of Margery, rendering six pence by the year to Hugh and his heirs. William held of Hugh, and died tenant to him. After William's death, Margery entered as daughter and heir of William, and took a husband named Henry who went to Ireland; and while he was in Ireland, Margery alienated the tenement to the same Benet against whom &c. Afterwards her husband Henry came from Ireland and discovered what his wife had done; and he brought a writ of Novel Disseisin, joining his wife therein as plaintiff and also as disseisor, against Benet as very tenant, and recovered back the tenement by judgment of the King's Court, and died seised. Afterwards Margery, who held the tenement of us after the death of our father Hugh, died without heir: whereupon Alice entered on the tenement as her right and her escheat, and continued seised until Benet tortiously &c. We pray the Assise. —*Kynge.* We tell you that Margery is still alive at

Le estatut dit "de cetero hujusmodi defalta non sit "ita prejudicialis &c."—BEREWYKE. Oyl, mes le estatut ne dyt nent issi "de cetero hujusmodi defalta facienda:" par quey isemble ke le estatut est antendre aussi [de] defaute fete devaunt cum apres le estatut: agardet vos jugements. A.D. 1293.

§ Un Alice, ke fut de deyns age, porta la novele disseysine ver un Benet.—*Kynge.* Sire, nous vous dium ke Benet entra par une Margerie, ke en ascun tens fut tenaunte de meyme le tenement dount ele se pleynt, e nent par disseysine. Margerie nent nome en le bref: jugement du bref.—*Huntindone.* Sire, nous grauntum ben ke Margerie fut seysye, e ke yl entra par Margerie ausi cum yl dyt; mes nous vous dium ke en akun tens si fut le tenement, dunt Alice se pleynt estre disseysy, en la seysine un Hue pere cete Alice; le quel Hue hors de sa seysine de ces tenements enfeffa un Willem pere Margerie, de ky yl estoyt feffe pur .vi. deners rendaunt par an a Hue e a ses heyrs. Willem tynt de Hue, e morut sun tenant: apres la mort Willem entra Margerie cum file e heyr Willem, e prit barun Henri par noun; le quel Henri ala en Irelaunde; e dementers ke yl fut en Irelaunde Margerie aliena le tenement a meymes cety Benet ver ky &c.: puys apres vynt Henri sun barun hors de Irlande, e trova coment sa femme aveyt fet: si porta bref de novele disseysine, e joyna sa femme leyns cum pleyntyf e cum disseyseresse ausi, e ver Benet cum ver tenant, e rekevery arere le tenement par jugement de la Court le Roy, e morut seysi; e puys apres lu morut Margerie, ke tynt le tenement de nous apres la mort nostre pere Hue, sauns heyr; par quey Alice entra cum en sun dreyt e en sa eschete, e seysy fut jeke Benet atort &c.: le assise.—*Kynge.* Nous vous dium ke Margerie Novele disseysine.

A.D. 1293. Paris; therefore you can not say that you were seised as of your escheat; and we pray judgment if an assise &c.—KAVE. The country can not at this moment recognize whether she be alive at Paris, or whether she be dead: therefore you shall answer whether or not Margery's husband recovered the tenement out of Benet's hand by writ of Novel Disseisin; and if, after Margery's death, Alice entered as on her escheat, and was in possession until &c.—*Kynge.* Where, when, and before whom did he recover against us by judgment?—*Huntindone.* In the year &c., before Justice &c.—*Kinge.* We vouch the Roll that it was not so.—*Huntindone.* Against whom do you vouch the Roll? She is under age. Therefore we offered to aver our statement by the Assise.—She was received, because she was under age. So the Assise will be taken. (Note that an infant under age is not bound to vouch the Roll in the same manner as if he were of full age, unless he choose: but he may if he choose: and this ought not to prejudice him; as appears by this case.)—*Kinge.* Sir, if it be found that he recovered by judgment, then we answer over that she was not ever seised so that &c.—So to the Assise; who said that she was never seised in such wise that she could be disseised.—So she took nothing by her writ.

Mordancester. § One Alice, under age, and her sister Joan brought the Mordancester, on the death of their father, against B.—*Huntindone* (for B.) Sir, we admit that their father died seised; and we tell you that after their father's death [they enfeoffed us of this &c., and then, this tenement] being in our seisin, they released and quitclaimed to us &c.: and we pray judgment if they can have an action.—*Hurste.* Those are two peremptory exceptions. To which do you hold?—*Huntindone.* To both. We put forward the charter to abate the writ; and we also say that they were seised after

est en pleyne vye uncore a Parys; par quey vous ne poet dire ke vous futes seysy cum de vostre eschete; e demaundom jugement si assise &c.—KAVE. Si ele seyt en vye a Parys ou morte de ceo ne pet pas le pays conutre ore endreyt; par quey vous respoundrez issy le quel le barun Margerie rekeveri le tenement hors de la meyn Benet par bref de novele disseysine e par jugement de la Court &c. ou noun; e si Alice puys apres la mort Margerie entra cum en sa eschete, e eyns fut si la &c.—*Kynge.* Ou e kaunt e devaunt ky rekevera yl par jugement ver nous?—*Huntindone.* Tel an devaunt teu Justice.—*Kinge.* Nous vouchum Roule ke noun.—*Huntindone.* Encountre ky vouchet vous Roule? ele est de dens age; par quey nous voliom averer nostre dyt par le assise. Et fuit admissa quia fuit infra ætatem. Ideo capiatur assisa. (Nota, ke enfaunt de deyns age neyt pas tenu voucher Roule ausy cum sy yl estoyt de pleyn age nisi voluerit: set si velit bene potest: sed hoc non debet sibi prejudicare: et hoc patet in isto casu.)—*Kynge.* Sire, si trove seyt ke yl rekeveri par jugement, dunke respounum nous outre ke ele ne fut unkes seysy issy &c. Ideo ad assisam; quæ dixit quod nunquam fuit seysita ita quod posset disseysiri. Ideo nil cepit per breve suum.

A.D. 1293.

Nota.

§ Une Alice de deyns age e Jone sa seer porterunt le mordauncestre, de la mort lur pere, ver. B.—*Huntindone* (pur B.) Sire, nous grauntum ke lur pere morut seysy; e nous dium ke eus apres la mort lur pere[1] par quey yl unt en nostre seysine relesse a nous e quiteclame &c.: e demaundom jugement si accioun pusent aver.—*Hurste.* Ce sunt deuz paremptories: a quel volet vous tenyr?—*Huntindone.* Al un e a lautre: ke nous metum avaunt la Chartre pur abatement de bref; e dium issynt ke eus furent seysy

Mordauncestre.

[1] Something seems wanting here.

A.D. 1293. the death of their father, on whose death &c.; and that out of their seisin they enfeoffed us by this charter; and we pray judgment of the writ, by reason of the later seisin: and we put forward the quitclaim as a peremptory bar to the action. Thus, I will hold to both.—KAVE. What you say is worth nothing. If it were now found by the Assise that they had enfeoffed you by the charter, would not that be peremptory? It would be. Therefore you shall not have both.—*Huntindone* waived the quitclaim, and held to the charter; and he prayed judgment if, in opposition to their own deed, they could have an action.—*Hurste.* We freely admit that this is our deed; but we tell you that we were never seised of that tenement in such wise that we could have enfeoffed you: (therefore the charter is void:) ready &c. by the assise.—*Huntindone.* The contrary.—Therefore &c.

Note. § If Adam make a quitclaim to B., and B. put forward the quitclaim against him, and Adam say that he was in prison when it was made, and B. ask where and in whose prison, Adam must answer thereto. But, know that a quitclaim executed in prison does not bind, in whose prison soever it was, and although it was not in the prison of him to whom the quitclaim was made.

Note. § If Adam bring a writ of Entry against Benet and William, and say that they have not entry except by Nicholas de C. to whom he (Adam) leased it for a term which has passed &c.; and Benet answer that he had not entry by Nicholas but by another person, and pray judgment of the writ; and if Adam say that it was by Nicholas, ready &c.; and the other say [the contrary] ready &c.; yet William must needs answer whether he had entry by Nicholas or not: for although the one traverse by an averment to the country, yet

apres la mort lur pere, de ky mort &c.; e hors de lur seysine nous fefferent par cete chartre; e demaundom jugement du bref pur la seysine pluys tardive; e la quite clame si metum nous avaunt cum paremtorie al accioun: par quey jeo averay amedeus. — KAVE. Ne vaut ren votre dyt: si trove fut ore par le assise ke eus vous usent feffe par la chartre, ne serreyt ceo pas paremptorie a eus? si serreyt: par quey vous ne averet nent amedeus.—*Huntindone* weyva la quiteclame, e se tynt a la chartre; e demandum jugement si encountre lur fet pusent accioun aver. — *Hurste.* Nous conisum ben ke ceo est nostre fet; mes nous vous dium ke nous ne fumes unkes seysy de cel tenement issy ke nous vous purrum aver feffe; par quey la Chartre est voide; e preyt &c. par le assise.—*Huntindone.* Le revers. Ideo &c. A.D. 1293.

§ Si Adam face une quiteclame a B., e B. alegge la quiteclame encountre ly, e Adam die ke yl fut en prisone cel houre kaunt ele fut fete, e B. demande ou e en la prisone ky, a cel covent Adam respoundre: mes sachet quiteclame kaunt home [est] en prisone ne lie nent, en ky prisone ke yl fut en tout le mounde, tut ne fut yl en la prisone cely a ky la quiteclame est fete. Nota.

§ Si Adam porte bref de entre ver Benet e ver Willem, e die ke yl nount entre si noun par Nichol de C. a ky yl le lessa (saver Adam) a terme passe &c.; e Benet respoyne ke yl nad entre par Nichol eyns ad par un autre, e demande jugement du bref; e Adam die ke par Nichol, preyt &c.; e lautre preyt &c.; uncore si ad Willem mester a respoundre le quel yl ad entre par Nichol ou noun: kar tut traverse le un au pays, Nota.

A.D. 1293. the other shall not thereby go quit. But vice versâ, if Adam admit that Benet had not entry by Nicholas as the writ supposes, in that case William has no need to answer further. For inasmuch as the præcipe is abated on one point, it shall in this case be wholly abated. But if William answer in the first place, and say that the demandant has executed to him a release and a quitclaim, and put forward the quitclaim, and the demandant reply thereto and say that he was in prison at the time when &c., or in some other manner, and then Benet answer and traverse the entry, and say that he did not enter by Nicholas but by C., and this be admitted by the demandant, in this case the writ shall abate as to Benet; and as to William the Inquest shall pass as to whether he was in prison or not. Witness the case of him who alleged at Stafford that he was in prison to B. when the quitclaim was made; and where the tenant said the contrary: on which they went to the country.

Note. § If the "dedi" and the "quietum clamavi" be in one writing, as well one as the other shall hold good in its own meaning; although the writing be contradictory in itself: for the "dedi" supposes one to be out of, and the quitclaim supposes one to be in seisin &c.

Quod Permittat. Note. § If one bring the Quod Permittat against B., and B. say that he has approved by virtue of the Statute, and that there is sufficient pasture as appurtenant to his [the plaintiff's] freehold in the same vill &c., he shall not be received to that averment, if the other say that no common remains in his seignory, although enough remain for him in another's seignory. But if he be ready to aver that he has approved &c. and that there is sufficient pasture as appurtenant &c., and free exit &c. in his seignory and in another's seignory, he shall be well received thereto.

pur ceo ne serra lautre quites: mes areremayn si Adam graunte ben ke Benet naveyt pas entre par Nichol aussi cum le bref veut, en ceo cas Willem nad nul mester pluys respoundre: kar de si cum le præcipe est abatu kaunt a un poynt, yl serra tut abatu en ceo cas: mes si Willem respoyne a deprimes, e die ke le demaundant ly ad relesse e quiteclame, e boute avaunt quiteclame, e le demaundant respoyne a cel e die ke yl fut en prisone a cel oure kaunt &c., vel alio modo, e puys Benet respoyne e traverse le entre, e die ke yl ne entra par Nichol mes par C., e ceo seyt graunte del demaundant, en ceo cas le bref se abatera kaunt a Benet; e kaunt a Willem, lenqueste passera le quel yl fut en prisone ou noun. Teste cely ke alegga a Estafford ke yl fut en la prisone de B. kaunt la quiteclame fut fete, e le tenant contra. Ideo ad patriam. A.D. 1293.

§ Si le "dedi" e le "quietum clamavi" seyent en un escrit, le un e lautre tendra luy en sa nature e serrunt alouue, tut seyt le escrit contrariaunt en sey: kar le "dedi" suppose home estre hors, e la quiteclame suppose home estre en seysyne &c. Nota.

§ Si un home porte le quod permittat ver B., e B. die ke yl se ad approue par estatut,[1] e die ke yl ad suffisaunte pasture cum apurtenaunt a sun franc tenement en meyme la vile &c., yl ne serra nent ressu a cel averement si lautre die ke ren neyt remys de commun en sa seygnurie, tut seyt a ly asez remys en autri seygnurie; mes si yl seyt preyt del averer ke yl se ad approue &c. e ke yl ad suffisaunte pasture cum apurtenaunt &c. e franc issue &c. en sa seynurie, e en autri seygnurie assez, yl serra ressu. Quod permittat. Nota.

[1] 20 Hen. III. c. 4.

A.D. 1293.
Force and arms.

§ If Adam put a hedge where his neighbour has a right of driftway to his common of pasture, and B. freshly on the placing thereof do abate it in the day-time, he commits no tort, and he shall be received to the averment that he did not abate it in any other manner. But it will be a tort if he abate it by night, although it was wrongfully placed.

Novel Disseisin.

§ One Adam brought the Novel Disseisin against Theobald de Verdoun, and said that he had disseised him of his common of pasture in N. appurtenant to his freehold in B.—*Louther.* Sir, we tell you that it is not appurtenant to his freehold in B.; for we tell you that any common which is in one vill is not appendant to the other; and if it be found that it is appendant, then we tell you over that we have not committed any tort, because Sir Theobald has approved by Statute, leaving sufficient pasture for him as appurtenant &c., and free exit. Let the Assise come.—*Kynge.* You ought not to be received to both those answers: for they are both peremptory to the action.—*Louther.* This is a plea of assise; therefore I may have twenty, one after the other, if I please; and we pray judgment if &c.—*Kynge.* What you say would be correct if one were not contradictory to the other. But now one is contradictory to the other; by reason that when you say that it is not appurtenant to our freehold in B., you thereby suppose that we are not seised thereof as appurtenant; and when you say over that if it be found &c., then that you have committed no tort inasmuch as you have approved by Statute, you thereby admit that we are seised of the common as appurtenant, but that you have committed no tort because you have approved by Statute: and so one is directly contrary to the other.—*Louther.* Sir, he says that it is appendant &c.; and I offer to aver that it is not. Is not that a sufficient traverse to his writ?—*Kynge.*

§ Si un Adam face lever un Haye la ou B. sun veysyn deyt aver sa chase a sa commune de pasture, e B. la face abatre frechement sur le fet par jour, yl ne fet nuyl tort, e serra ressu a la verrement ke autrement ne la abati: mes de nut abatre la si est tort, tut seyt ele leve atort. A.D. 1293. Vi et armis.

§ Un Adam porta la novele disseysine ver T. de Verdoun, e dyt ke yl ly aveyt disseysy de sa commune de pasture en N. apurtenaunt a sun franc tenement en B.—*Lowyere.* Sire, nous vous dium ke ceo neyt pas apurtenaunt a sun franc tenement en B.; ke nous vous dium ke nule commune ke est en la une vile neyt apendaunt a lautre; e si trove seyt ke ceo est apendaunt, dunke dium nous outre ke nous ne avum fet nul tort, par la resone ke Sire T. se ad approue par estatut,[1] issy ke suffisaunte pasture ly est remys cum apurtenaunt &c., e fraunche issue; e entre lassise.—*Kynge.* A ceo ne devet estre ressu, a aver le un e lautre; ke ceo sunt deus paremptories e al accioun.—*Lowyere.* Ceo est play de assise, par quey jeo puys aver .xx., chekun apres autre, si jeo voyl; e demandum jugement si &c.—*Kynge.* Vous deyset ben si le un ne fut pas contrariaunt a lautre; mes ore est le un contrariaunt a lautre, par la resone ke par taunt ke vous dites nent apurtenaunt a nostre franc tenement en B., par taunt supposet vous ke nous ne sumes nent seysy cum apurtenaunt; e par la ou vous dites outre si trove seyt &c. ke vous ne avet nul tort fet par la resone ke vous vous avet enproue par statut, par taunt grauntez vous ke nous sumus seysi de la commune cum apurtenaunt, mes ke vous navet nul tort fet pur ceo ke vous le avet approue par statut; e issi est directe le un contrariaunt a lautre.—*Lowyere.* Sire, yl dyt ke yl appendaunt &c.; e jeo voyl averer ke noun: ne esse aset travers a sun bref?—*Kynge.* Vous dites Novele disseisine.

[1] 20 Hen. III. c. 4.

A.D. 1293. You say too little. You ought to say "Not seised as "appurtenant, ready &c.:" for my plaint is that we were seised thereof as appurtenant until &c.—*Louther.* When it shall be found to be appurtenant &c., then in the first place it will be necessary for me to excuse the tort. And I tell you that if it be found &c. as above.—BEREWYKE. You shall not have both; for one contradicts the other.—*Louther.* Sir, judgment if we can not have both.—BEREWYKE. Have you anything else to say, or not?—*Louther.* Judgment, as before.—BEREWYKE. In order to excuse your tort you have answered in this way, viz. that you have approved by Statute, (and thereby you have admitted in open court that he was seised thereof as appurtenant &c.,) but that you have not committed any disseisin, by reason of the Statute. Let the Assise come, and we will enquire.—The Assise was examined if he had approved by Statute, so that Adam had sufficient pasture as appurtenant &c. and free exit &c., or not: and were not examined on the point if it were appendant to his freehold or not; because he (Sir T.) had by his own answer admitted that Adam was seised thereof as appurtenant.—The ASSISE said that he had approved by Statute; and that Adam had sufficient pasture &c.

Note. § Note that, Parcenery can not be admitted or denied by law, if so be that partition has never been made.

Note. Ael. Aid. § If A. bring a writ of Ael against B. on the death of N. his grandfather, and B. say that he is a parcener, and pray aid &c., he shall not have aid if he pray aid from a higher time than the seisin of N.; but if his ancestor, of whose heritage he claims to hold in parcenery, was seised since the death of him on whose death the writ of Ael &c. is brought, and if partition has been made, he shall have aid.

trop poy: vous duset dire nent seysy cum apurtenaunt, A.D. 1293.
preyt &c.: kar ma pleynte est ke nous fumes seysy cum apurtenaunt si la &c.—*Lowyere.* Kaunt yl est ateynt cum apurtenaunt &c., dunke adeprimes est a moy pur escuser mun tort: e vous di, si trove seyt ut supra.—BEREWYKE. Vous ne averet poynt le un e lautre: ke le un est contrariaunt a lautre.—*Lowyere.* Sire, jugement si nous ne poum aver le un e lautre.—BEREWYKE. Volet autre chose dire, ou noun?—*Lowyere.* Jugement cum avaunt.—BEREWYKE. Vous avet respoundu issi, pur escuser vostre tort, ke vous vous avet approue par estatut; e par taunt avet graunte en pleyne Court ke yl fut seysy cum apurtenaunt &c. mes ke vous ne avet fet nule disseysine par estatut. Veyne le assise, e nous enquerrum.—Le Assise fut examine si yl se aveyt approue par estatut, issi ke Adam aveyt suffisaunte pasture cum apurtenaunte &c., e fraunche issue &c., ou noun; e nent sur cel, si ele fut appendaunte a sun franc tenement ou noun; ke yl aveyt grante par sun respounce demeyne ke yl fut seysi cum apurtenaunte.—LE ASSISE dyt ke yl se aveyt approue par estatut, e ke Adam aveyt suffisante pasture &c.

§ Nota. Parcenerie ne pet nent estre graunte ne Nota.
dedyt par ley, si issi seyt ke la purpartye ne fut unkes fete.

§ Si A. porte bref de Ael ver B. de la mort N. Ael.
sun ael, e B. die ke yl est parcener, e prie eyde &c., Eyde. Nota.
yl navera nul eyde, si yl prie eyde de pluys haut tens ke ne fut la seysine N.; mes si sun auncestre, de ky heritage yl cleyme tenyr en parcenerie, fut seysi pus la mort celi de ky mort le bref de Ael &c. est porte, e la purpartie seyt fete, yl avera eyde.

A.D. 1293. Wardship. Note.

§ If Adam be under age and in ward to B., and beget a son, named C., and then die, and if B., who was his guardian, hold on the tenement and then die, and his son N. enter and claim the fee, and keep out C.; in this case C. will have recovery against N. not by Mordancester, but by writ of Ael; and in that case N., the son of B. who was guardian, can not abate the writ of Ael by the exception of "last seised;" for he can not be in a better condition than his father B. would have been. But, if Adam (who was in ward to B.) and B. were both alive, and B. had deforced him of his heritage when he was of full age, and Adam had brought the Mordancester against B. his guardian, B. could not abate the writ by the exception of "last "seised;" because he (Adam) was seised by his guardian after the death of his father; no more can the writ of Ael be abated, by reason of that seisin of Hugh (Adam?) under age by his guardian.

Note touching Socage.

§ One Adam has a good estate which he holds in socage, and takes a wife named Joan, and begets a son named N.; Adam the father dies, his son under age; his mother Joan holds the land as guardian in socage by reason of the nonage of the infant; then the mother Joan aliens the land to one W., and makes her son N. put his seal [to the charter]. Afterwards N. brings the Mordancester on the death of his father Adam. Quære if the tenant can in this case abate it by the exception of "last seised," on the ground that he (N.) was seised by his mother the guardian. I say No; because the mother entered as tolleress by claiming the fee and the freehold to be her own, and by alienating; therefore &c.—In this case the charter is no bar; because it was the deed and the contrivance of his mother; and if the feoffee say that he can not have an action by reason that he (the son) himself enfeoffed him by a good charter, and put forward the charter,

§ Si Adam seyt de deyns age e en la garde B., e Adam engendre un fyz C. par noun, Adam morut, B. ke fut sun gardeyn tent avaunt le tenement, e puys morut B., N sun fyz entre e cleyme fee e entent hors C., en ceo cas C. ne avera nuyl recoveryr par le mordauncestre, mes par bref de Ael ver N.; e en ceo cas ne pet pas N. le fyz B. ke fut gardeyn abatre le Ael par la dereyne seysine; kar yl ne pet estre de meylour condicioun ke sun pere, B. par noun: mes si Adam fut en vye, ke fut en la garde B., e B. aussi, e B. luy ust deforce sun heritage kaunt yl ust este de age, e Adam ut porte le mordauncestre ver B. sun gardeyn, B. ne porreyt nent abatre le bref par la dereyn seysine, pur ceo ke yl esteyt seysy par gardeyn puys la mort sun pere: nent pluys le Ael ne pet estre pur tele seysine Hue deyns age par gardeyn. A.D. 1293. De custodia. Nota.

§ Un Adam si ad bele tere, e tent par sokage, prent femme Jone par noun, e engendre un fys N. par noun; mert Adam le pere, sun fyz deyns age; Jone sa mere tent la tere cum en garde de sokage par le noun age lenfaunt; Jone la mere aliene la tere a un W., e si fet N. le fys mettre sun seaul. N. puys apres porte le mordauncestre de la mort Adam le pere: quæritur si le tenant en ceo cas le purra abatre par dereyn seysine, pur ceo ke yl fut seysi par sa mere ke fut gardeyn: nanyl; pur ceo ke la mere entra cum sun toleresse en clamant le fee e le franc tenement estre le sen, e aliena; par quey &c.—En ceo cas la Chartre ne barre nent, ke ceo fut le fet e le makement la mere; e si le feffe die ke yl ne pet accioun aver par la resun ke yl meymes ly enfeffa par bone chartre, e mette la chartre avaunt, yl purra dire De Sockagio. Nota.

A.D. 1293. he can in safety in this case answer and say that it is his deed, but that he was never so seised that he could enfeoff him or confer an estate on him, ready &c. And, in the case put, the jury came and said that it was all the mother's doing, and that it was the deed of the mother: and the daughter (or son) recovered seisin.

Mordancester.

§ One A. brought Mordancester against B. — *Benfround* (for B.). Sir, we tell you that the tenement now demanded is of the ancient demesne of our lord the King; ready &c.; and if it be found that it is not, then we vouch to warranty, by aid &c., N. de C. who is here ready and offers to warrant gratis, and he (B.) tells you that he (A.) is his vilein.—*Howard.* You can not vouch to warranty, and answer as well: you must answer yourself singly; or another person singly must answer for you. — BEREWYKE. He says truly. — *Benfround.* We vouch to warranty, by aid &c. — N. entered into warranty, and said that the tenement was of the ancient demesne, ready &c.; and if the contrary be found, then we say that he ought not to be answered, for the reason that he (A.) is a vilein.—*Howard.* Whose vilein?—*Benfround.* Our vilein. And his father before him was B.'s vilein, and held that land in vilenage; ready &c.—*Howard.* You shall not be received to say that it is of the ancient demesne; because you have entered into warranty at common law: so you shall not get to that; and we pray judgment if to that &c.—BEREWYKE. Voucher to warranty is nothing more than saying "Such an one ought to "answer for me." Why then can he not give the same answer as the other for whom he answers?—He was received.—THE ASSISE said that it was of the ancient demesne &c.—Therefore &c.

seurement en ceo cas, e respoundre ke ceo seyt sun fet, mes ke yl ne fut unkes seysy issy ke yl luy pout feffer ou estat a ly fere, preyt &c.: e en ceo cas vynt le pays e dyt ke ceo fut tut par la mere, e ke ceo fut le fet la mere; e la file (vel filius) rekeveri sa seysine. A.D. 1293.

§ Un A. porta le mordauncestre ver B.—*Benfround* (pur B.) Sire nous vous dium ke le tenement ore demaunde si est del aunciene demeyne nostre seygnur le Roy, preyt &c.; e si trove seyt ke noun, dunke vouchum nous a garaunt, par eyde &c., N. de C. ke issy preyt, e veut garrauntir de gre; e vous dyt ke yl est sun vileyn.—*Howard.* Vous ne poet nent voucher a garant e respoundre aussynt meymes; covent respoundre meymes soul, ou un autre soul respoyne pur vous.—Berewyke. Yl dyt ben.—*Benfround.* Nous vouchum a garent, par eyde &c.—N. si entre en la garrantye, e dyt ke le tenement fut del aunciene demeyne, preyt &c.; e si trove seyt ke noun, dunke dium nous ke yl ne deyt estre respoundu, par la resun de yl est vileyn.—*Howard.* Ky vileyn?—*Benfround.* Nostre vileyn; e sun pere devaunt ly si fut le vileyn B., e tynt cele tere en villenage; preyt &c.—*Howard.* Vous ne serret nent ressu a dire ke ceo est del aunciene demeyne; par la resone ke vous avet entre en la garrantie a la commune ley; par quey vous ne avendret poynt; e demaundom jugement si a cel &c.—Berewyke. Voucher a garant neyt nent pluys a dire ke taunt—un tel deyt respoundre pur moy; pur quey dunke ne pet yl doner meyme le respounce cum lautre pur ky yl respount.—Yl fut ressu.—Le Assise dyt ke ceo fut del aunciene demeyne &c.—Ideo &c. Mort de auncestre.

A.D. 1293. § Note. Adam brought the Mordancester against B. —B. said that the land was of the ancient demesne. Adam said that his father was enfeoffed freely, ready &c. And B. asked what he had to shew it.—In this case it was sufficient to say, Enfeoffed freely, ready &c.: and he will be received thereto.

Writ of Right. § H. de Verdoun and N. de C. the son of his aunt brought a writ of Right against the Abbat of Combermere, and demanded the manor of E. Grange with the appurtenances. The Abbat prayed the View, and had it; and so arranged matters with N. that he would not sue for his portion.—*Ralph*[1] came into court, and prayed that he might be severed from him.—*Spigurnel.* That can not be, as far as my experience goes, save by one of two ways. One way is where he comes into court and says that he will not sue; in that case he shall be severed. The other way is, where he makes default, and is summoned to sue if he will; there, if he will not sue, he shall be severed. So, in God's name, let him be summoned.—*Kynge.* In this case he shall not be summoned; for the reason that he jointly with his parcener demanded the manor against the Abbat, who prayed the View; and now he makes default after appearance: so, it well appears that he elects not to sue. What then is the use of summoning him?—*Louther.* Either he shall be summoned, or we will have judgment of his non-suit. One or the other we will have.—*Kynge.* Sir, it is within your record how he pleaded here before you; and now he makes default after appearance; so it well appears that he will not sue: and the Justice's record is a higher and more solemn thing than a simple testimony by a Sheriff. We pray judgment if in this case he ought to be summoned.—*Louther.* Since you will not suffer him to

[1] Ralph Huntindone is probably intended.

§ Nota ke Adam porta le mordauncestre ver B.— B. dyt ke ceo fut del auńciene demeyne. Adam dyt ke sun pere fut feffe fraunchement, preyt &c.—*B.* Quey avet de ceo?—En ceo cas suffyt a dire feffe fraunchement, preyt &c.; e serra ressu. A.D. 1293.

§ H. de Verdoun e N. de C.[1] le fyz de sa Aunte porterunt un bref de dreyt, e demanderunt le maner de E. graunge o les apurtenaunces, ver le Abbe de Combermere. Le Abbe demaunda la veuue, e aveyt; e parla issynt od N. ke yl ne voleyt mes suyre pur sa partye.—*Rauf* vynt en Court e pria ke yl fut severe de luy.—*Spigurnel.* Ne pet yl estre, a ceo ke jeo ay veu, for par un de deuz veyes: la une est la ou yl vent en Court e die ke yl ne veut nent sure; la serra yl severe: lautre est, si yl face defaute, ke yl seyt somouns a suyre sy yl vodra, e sy yl ne vent nent, serra yl severe: par quey seyt somouns de par deus. —*Kynge.* En ceo cas ne serra yl nent somounz; par la resone ke yl demanda joynt od sun parcener le maner ver le Abbe, ke demanda la veuue; e ore fet yl defaute apres apparence: par quey yl pert ben ke yl ne veut nent suyre: a quey fere dunke dut yl estre somounz.—*Lowyere.* Ou yl serra somouns, ou nous averum jugement de sa noun suyte: kar un ou autre averoms.—*Kynge.* Sire, vous recordet ben coment yl pleda seyns devaunt vous; e ore fet defaute apres apparence; par quey yl pert ben ke yl ne veut poynt suyre; e mout pluys haut e pluys solempne si est Record de Justice ke une simple teumoinaunce de viconte: e demaundum jugement si somouns deyve estre en ceo cas.—*Lowyere.* De puys ke vous ne volet poynt ke yl seyt somouns, Bref de dreyt.

[1] These initials represent Philip Braal. See p. 473.

A.D. 1293. be summoned, we pray judgment of his non-suit.—*Kynge* counted against him thus—Sheweth unto you &c. R. de Verdoun, who is here, that the Abbat of Combermere &c.—*Howard.* Sir, he has counted against us before his parcener was severed from him by judgment.—*Kynge.* Judgment as of undefended; inasmuch as we have counted against you and offered suit and proof, and you answer not thereto. — BEREWYKE. To whom ought he to answer? The other day, when he was at the bar, there were two persons demanding against him, and now there is but one: therefore there is no need to answer to one without the other, unless one were severed from the other by judgment: and you are counting without your parcener before he has been severed by judgment; and foolish you are to do so.—*Howard.* Sir, thereof we pray judgment.—(*Kynge* was disavowed. If he had not been, *Spigurnel* ought to have denied the words of Court, and then have prayed judgment. This was William Howard's advice.)—*Kynge* on the following day came and prayed that the Abbat might answer him. — *Spigurnel.* Where is Philip Braal? — *Kinge.* Philip does not sue; so we pray that the Abbat may answer us.—*Spigurnel.* Judgment of his count.—*Kynge.* Sir, we pray that he may be severed from us: inasmuch as he made default after appearance, it plainly appears that he will not sue.—BEREWYKE. If Philip had never come into court and did not now come with his parcener to sue, he would be summoned, to ascertain if he would sue or not: and the summons is for no other purpose than to ascertain if he would sue with his parcener or not. And inasmuch as it plainly appears that he will not sue,—for he was here at the first day with his parcener and had a day before us, and now makes default,—for what purpose should he be summoned? — *Howard.* Sir, it does not follow from that that he will not sue.—BEREWYKE. It does certainly follow, as far as this writ is

jugement de sa noun sute.—*Kynge* counta ver ly issi, A.D. 1293.
Ceo vous &c. H.[1] de Verdoun ke icy est ke le Abbe de Combermere &c.—*Howard.* Sire, yl ad counte ver nous eyns ke sun parcener seyt severe de luy par jugement. —*Kynge.* Jugement cum de noun defendu; de si cum nous countum ver vous e tendum sute e dereyne, e vous ne reponet nent a cel.—BEREWYKE. A ky dut yl respoundre? lautre[2] jour kaunt yl fut a la barre ily aveyent deuz ke furent demandants[3] ver ly, e ore nad yl ke un: par quey yl nad meyter a respoundre al un sauns lautre, si le un ne fut severe de lautre par jugement: e vous countez sauns parcener eyns ke yl seyt severe de vous par jugement, e folement.—*Howard.* Sire, de cel demaundum jugement.—(*Kynge* fut desavoue, e autrement *Spigurnel* dut aver defendu le moz de la court, e puys aver demande jugement. Et hoc per consilium Willelmi Howard.)—*Kynge* al autre jour vynt e pria ke le Abbe respoundisit a ly.—*Spigurnel.* Ou est Phelip Braal?—*Kinge.* Phelip ne sut poynt; par quey nous prium ke le Abbe respoyne a nous.—*Spigurnel.* Jugement de sa cunte.—*Kynge.* Sire, nous prium ke yl seyt severe de nous, desi cum yl fet defaute apres apparence; par unt yl pert ben ke yl ne veut poynt sure. —BEREWYKE. Si Phelip ne ust unkes venu en court, e ne vensit nent ore pur sure od sun parcener, yl serreyt somouns pur saver si yl vousit sure ou noun; e la somouns neyt nent pluys a dire for saver moun si yl vodra sure od sun parcener ou noun: e de si cum yl pert ben ke yl ne veut nent sure, de puys ke yl fut al primer jour od sun parcener e aveyt jour a ore devaunt nous, e ore fet defaute, a ke fere dunke serreyt yl somouns?—*Howard.* Sire, yl ne ensut poynt pur ceo ke yl ne veut poynt sure.—BEREWYKE. Sertes si fet, kaunt a sety bref: kar vous di ben, tut vensyt yl

[1] MS. R.
[2] MS. lau.
[3] MS. demandes.

A.D. 1293. concerned. For I tell you plainly that if he were to come now and were to desire to sue, he would not be received.—*Louther.* Either he must be summoned and then severed by judgment, or we must get judgment of his non-suit.—*Kynge.* He may be severed in two ways: one is where, having made default at the first day, he is summoned and does not come; the other is where, as in our case, he makes default after appearance: whereupon we pray that he may be severed. — KAVE. Henry de Verdoun and Philip le Bral brought a writ of Right in this Court the præcipe being directed to the Abbat; and both of them appeared here: now, Philip makes default; therefore we adjudge that the Abbat do answer Henry, as his parcener, alone. — *Howard.* Sir, it is proper to go further and say that the Abbat be without day as to Philip, and that Philip and his pledges be in mercy: that is the process in the plea. — BEREWYKE. In a case of this kind, where one parcener makes default, the order of process is that he shall be summoned, to ascertain &c.; and yet the pledges shall not be amerced so long as one [of the parceners] sues: and we tell you moreover that you never saw any other judgment in these circumstances, and you will get no other from us. — *Louther.* In a writ of Mordancester judgment would not be given; but in a writ of Right I have never seen what the result would be. — BEREWYKE. You will get no other judgment from us. Answer, if you will; if not &c.— *Hurste* counted against the Abbat that he tortiously deforced him of the moiety of the manor of &c.; and tortiously for this, that one of his ancestors, Robert by name, and the ancestor of his parcener Philip Bral who does not sue for his purparty, was seised of the entirety of the manor with its appurtenances in his demesne &c.; and that from Robert the right of the entire manor with the appurtenances descended and ought to descend to Aline as daughter and heir; and

ore e vodreyt sure, yl ne serreyt mye ressu.—*Lowyere.* A.D. 1293.
Ou yl covent ke yl seyt somouns e puys cevere par jugement, ou ke nous eum jugement de sa noun sute. —*Kynge.* Yl pet estre cevere en deuz maneres; la une est la ou yl est somouns la ou yl fet defaute al primer jour, e ne vent poynt; lautre est en nostre cas, par la ou yl fet defaute apres apparence: dount nous prium ke yl seyt severe.—KAVE. Henri de Verdoun e Phelip le Bral porterunt un bref de dreyt seyns le præcipe ver le Abbe; e apparerent seyns amedeus: ore fet Phelip defaute; par quey nous agardum ke le Abbe respoyne a Henri sun parcener soul.—*Howard.* Sire, yl covent dire pluys ke le Abbe seyt sauns jour kaunt a Phelip, e Phelip e ces plegges en la merci: ceo est ordre de play.—BEREWYKE. La manere de proces est en teu cas, la ou le un parcener fet defaute, ke yl serra somounz saver moun &c.; e uncore ne serrunt poynt le plegges amercies dementers ke le un sut; e nous dium pluys ke unkes autre[1] jugement ne veytes en ceo cas, ne autre averes pur nous.—*Lowyere.* En bref de mordauncestre jugement ne serreyt rendu; mes en bref de dreyt ne ay jeo pas veu quey serreyt fet.—BEREWYKE. Vous ne averez autre jugement pur nous: responet si vous volet; si noun &c.—*Hurste* counta ver le Abbe ke atort luy deforce la meyte del maner de &c.; e pur ceo atort &c., ke un sun auncestre, Robert par noun, e le auncestre Phelip Bral sun parcener ke ne sut pas pur sa purpartye, fut seysy del maner enter od les appurtenaunces en sun demene &c.; dunt de Roberd descendi le dreyt del maner enter od les appurtenaunces, e deveyt descendre, a Aline cum a file

[1] MS. autrement.

A.D. 1293. that from Aline the right &c., as before, descended to Hawyse and Dionisia and Petronilla; that from Petronilla, because she died without heir of her body, the right to her purparty &c. descended to Hawyse and Dionisia as sisters and one heir; that from Dionisia the right to her purparty &c. descended to Henry as son and heir; that from Henry, because &c., the right descended to Felice as sister and heir; that from Felice the right descended and ought to descend to Philip (who does not sue for his purparty) as son and heir: and that from Hawise the right of her purparty &c. descended to Henry as &c.; that from the said Henry the right descended and ought to descend to Henry the present demandant as son and heir: and that such was the right of Henry to the moiety, he has good suit and proof.—*Spigurnel* denied &c. and the right; and (said he) we tell you that he [can not] yield up; for the reason that such an one brought a writ of Mordancester against B., and demanded against him half a virgate of land; and B. vouched the Abbat; and the Abbat warranted, and lost, and made recompense to him, to the value of that half virgate of land, with part of the land of the manor now in demand; and the said B. is at this day tenant of half a virgate of the land of the said manor, equal in value to the land which he lost: and we pray judgment of the writ.—*Kynge.* We demand the moiety of the manor in demesne as in demesne, in service as in service, as our ancestor held it; and we tell you that what is now demesne was demesne in the time of our ancestor, and what is now service was service in the time of our ancestor; so that you hold it now in demesne as &c., in service as &c., just as it was in the time of our ancestor of whose seisin &c., without it having been since diminished in any particular; ready &c.—*Hawarc.* You demand the moiety of the entire manor: and we tell you that B. holds half a virgate thereof,

e heyr; de Aline descendi &c. ut prius a Hauyse A.D. 1293.
Dionise e a Pernele; de Pernele, pur ceo ke ele morut sauns heyr de sun cors, descendi le dreyt de sa purpartye &c. a Hauyse e a Dionise cum a sers e un heyr; de Dionise descendi le dreyt de sa purpartye &c. [a] Henri cum a fyz e heyr; de Henri pur ceo &c. descendi le dreyt e devoyt descendre a Felice cum a seer e heyr; de Felise descendi le dreyt e devoyt descendre a Phelip cum a fyz [e] her ke ne sut poynt pur sa purpartye: de Hauyse descendi le dreyt de sa purpartye &c. a Henri cum &c.; de Henri descendi le dreyt e devoyt descendre a Henri ke ore demande cum a fyz e heyr: e ke tel seyt le dreyt Henri de la meyte, yl en ad sute bone e dereyne.—*Spigurnel* defendi &c., e le dreyt; e vous dium ke yl [ne peot] rendre; par la resone ke un tel porta un bref de mordauncestre ver B. e demanda ver ly un demi verge de tere; B. voucha le Abbe; le Abbe garantyt e perdi, e fyt a ly a la value de cele demi verge de tere de partye de la tere del maner ke ore est en demaunde; e meyme celi B. hu ceo jour si est tenant de un demi verge a la value de ceo ke yl perdy, e de la tere de meyme le maner; e jugement du bref.—*Kynge.* Nous demaundum la meyte del maner en demeyn cum en demeyn, en service cum en service, solom ceo ke [nostre] auncestre le tynt; e vous dium ke meyme la chose ke ore est demeyne fut demeyne en le tens nostre auncestre,[1] e ceo ke est ore service si fut service en le tens nostre auncestre; issy ke vous le tenet ore endreyt en demeyne cum &c., en service cum &c., solom ke yl fut en le tens nostre auncestre de ky seysine &c., sanz ren este puys amenuse; preyt &c.—*Haware.* Vous demandet la meyte del maner enter; e vous dium ke un tel B. si entent de

[1] MS. seygnur.

A.D. 1293. of which half virgate we can not yield up the moiety. Judgment &c. — *Kynge.* Full tenant in demesne as &c., in service as &c., in the same manner as our ancestor held it, without it being diminished in any particular; ready &c. And even if that land afterwards came into your hands, and you then gave it in satisfaction for some other tenement, that ought not to prejudice us.—BEREWYKE. It may be that the land as to which non-tenure is alleged was once on a time holden by certain service of Robert the ancestor of Henry the present demandant; and that, after the tenant's death, the Abbat entered thereon, and then with that tenement made satisfaction in value to B. for the tenement which he lost on his (the Abbat's) warranty. —*Kynge.* Full tenant &c. as before; ready &c.; and if they refuse this averment, then, inasmuch as we have offered suit and proof, to which they answer not, we pray judgment of them as undefended.—[BEREWYKE.] Appear to-morrow.

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cele une demi verge, de la quele nous ne poum la meyte rendre. Jugement &c.—*Kynge.* Pleynement tenant en demeyne cum &c. en service cum &c. en la manere cum nostre auncestre le tynt, sauns ren estre amenuse, preyt &c. E coment ke cely tere devynt puys en vostre meyn, e vous puys la avet done en aloance de autre tenement, ceo ne deyt a nous nure. —Berewyke. Yl pet estre ke cele tere dount la noun tenue est alegge si fut en akun tens tenu par serteyne service de Robert le auncestre Henri ke ore demaunde; e ke puys apres la mort le tenant ke le Abþe entra leyns, e puys ke yl fit a la value de ceo tenement a B. pur le tenement ke yl perdi par sa garrantye.—*Kynge.* Pleynement &c. ut prius, preyt &c.; e sy yl le refusent, de si cum nous avum tendu sute e derene, a quey eus ne responent, jugement de eus cum de noun defendu.—A lendemayn. A.D. 1293.

APPENDICES.

APPENDIX I.

§ [1] Quædam petitio liberata fuit in pleno parliamento apud Westmonasterium per Johannem de Solers, pro libertate de Dorsintone, anno regni Regis Edwardi filii Regis Edwardi secundo a die Sancti Michaelis in unam mensem, per quam petitionem habuit breve domini regis ad habendum istud recordum coram Rege; et cum recordum venit coram Rogero de Brabasun Justiciario domini Regis, noluit procedere in loquela, quia recordum non fecit mentionem de dicto Johanne sed de Henrico, sine alio waranto, quia Johannes non fuit pars in placito recordi sine novo waranto. Postmodum ad parliamentum Regis Edwardi anno tertio in octabis Purificationis, liberavit aliam petitionem, ad quam non respondebatur propter guerram Scocie. Postea anno sexto per breve venit recordum originale, et disputabatur in concilio.

§ Hæc est finalis concordia facta in curia domini Regis apud Westmonasterium a die Paschæ in tres septimanas anno regni Regis Henrici filii Regis Johannis tricesimo quarto coram ipso domino Rege, Radulfo filio Nicholai, Paulino Peyvre seniore, Henrico de Bathe, Henrico de Brattona Justiciariis et aliis domini Regis fidelibus tunc ibi presentibus, inter Willelmum de Solers querentem et Walterum de Clifford, de hoc, quod idem Willelmus questus fuit quod homines ipsius Walteri de la Brademedue paverunt cum averiis suis pasturam dicti Willelmi in la Fowemunede per præceptum ipsius Walteri, et homines ejusdem Willelmi cœperunt et inpri- Cyrographum.

[1] See p. 165 *ante*.

sonaverunt, inparcamentum ejus fregerunt et averia sua interfecerunt, et alia bona sua dissipaverunt. Et preterea distrinxit homines ejusdem Willelmi de Dorsintone venire ad curiam suam de Clifford ad placita coronæ ibidem tenenda, quæ Justiciarii domini Regis itinerantes in comitatu Herefordiæ superplacitare solebant, et unde placitum fuit inter eos in eadem curia, scilicet quod prædictus Walterus recognovit prædicta maneria de la Fowemunede et Dorsintone cum omnibus pertinentiis esse jus ipsius Willelmi, habenda et tenenda eidem Willelmo et hæredibus suis in perpetuum, faciendo inde servicium feodi unius militis et dimidii, et sectam ad curiam ipsius Walteri et hæredum suorum de Clifford per se vel per attornatum ipsorum de tribus septimanis in tres septimanas, et hoc sine occasione pro omni servicio seculari et exactione. Præterea idem Walterus concessit pro se et hæredibus suis quod de cætero non distringet prædictum Willelmum nec hæredes suos nec homines suos de veniendo ad curiam suam de Clifford ad placita Coronæ ibidem placitanda, sed inde quieti sint in perpetuum. Et prædictus Walterus et hæredes sui warrantizabunt et acquietabunt et defendent eidem Willelmo et hæredibus suis prædicta maneria de la Fowemunede et de Dorsintone cum omnibus pertinentiis per prædicta servitia contra omnes gentes in perpetuum. Et pro hac recognitione concessione fine et concordia idem Willelmus dedit prædicto Waltero unum spervarium sorum.

§ Hæc est finalis concordia facta in curia domini regis apud Westmonasterium in crastino animarum anno regni regis Henrici filii regis Johannis quinquagesimo sexto, coram Martino de Littleburi Stephano Haym et Roberto Fulcone Justiciariis et aliis domini regis fidelibus tunc ibi presentibus, inter Henricum de Solariis querentem et Willelmum de Solariis impedientem, per Ricardum de Clifford positum loco suo ad lucran-

dum vel perdendum, de maneriis de Dorsintone et de Fouemynede cum pertinentiis, unde placitum Warentiæ cartæ sumonitum fuit inter eos in eadem curia, scilicet quod idem Willelmus recognovit prædicta maneria esse jus ipsius Henrici ut illa quæ idem Henricus habet de dono Willelmi prædicti et pro hac recognitione fine et concordia idem Henricus concessit prædicto Willelmo prædicta maneria cum pertinentiis, habenda et tenenda eidem Willelmo de prædicto Henrico et heredibus suis tota vita ipsius Willelmi reddendo inde per annum dimidiam marcam argenti ad festum sancti Micaelis pro omni servitio consuetudine et exactione, et post mortem ipsius Willelmi prædicta maneria cum pertinentiis integre revertentur ad prædictum Henricum et hæredes suos quiete de hæredibus ipsius Willelmi, tenenda de capitalibus dominis feodi illius per servitia quæ ad illa maneria pertinent in perpetuum.

§ Hæc est finalis concordia facta in curia domini regis apud Westmonasterium, a die Passe in tres septimanas anno regni regis Edwardi filii regis Henrici tricesimo quinto, coram Radulpho de Hengham, Willelmo de Bereford, Elya de Bekyngham, Petro Malorre, Willelmo Howard, Lamberto de Trikyngham et Hervico de Stantone Justiciariis et aliis domini Regis fidelibus tunc ibi præsentibus, inter Johannem de Solers de Poteslep querentem et Henricum de Solers de Dorsintone inpedientem, de manerio de Dorsintone cum pertinentiis, unde placitum Warantiæ cartæ summonitum fuit inter eos in eadem curia, scilicet quod prædictus Henricus recognovit prædictum manerium cum pertinentiis esse jus ipsius Johannis ut illud quod idem Johannes habet de dono prædicti Henrici, habenda et tenenda eidem Johanni et hæredibus suis de capitalibus dominis feodi illius per servitia quæ ad illud manerium pertinent in perpetuum: et præterea idem

Henricus concessit pro se et hæredibus suis quod ipsi warantizabunt eidem Johanni et hæredibus suis prædictum manerium cum pertinentiis contra omnes homines in perpetuum: et pro hac recognitione warantia fine et concordia idem Johannes dedit prædicto Henrico centum marcas argenti.

APPENDIX II.

§ [1] Thomas Corbet par pleynte demanda vers Richard Scurryn e Richard fiz Purde . xx. livres, e dit qil ly bayla certeyn jor un chival pris de . xx. livres a paer a certeyn jor, meyme cely Thomas ly saprocha qil ly rendisent cel aver; il ly rendre ne voleynt &c. — *Louther.* Sire, Statut [2] veut qe nul home seyt tenu a respondre de dette qe amonte a xl. souz e a plus, sanz bref, e il par ceste pleynte demande . xx. livres sanz bref; par quei nous demandoms jugement si sanz bref deit estre respondu.—*Spigurnel.* Cest un excepcion ke prendreyt lu si nous fussoms en Conte, Heyr, Cort de baron; mes nous sums ore en dreit devant Justiz a tous plez, a quez le Roy ad done poer especialment e ceo fere, e oyr totes maneres de pleyntz de ceus qe pleyndre se vodrent, tut amonte la dette a M. livres; e pur ceo &c.—*Louther.* Vous deisez ben si ceo bail fut fete denz la somonse dil Heyr; mes vous meymez pleynez qe passe sont deuz anz pus ky ly baillat cel chival, par quei &c. Par quei fut agarde qil respondesit outre.—*Louther* demanda quei il aveyt de la dette.—*Spigurnel.* Sute bone.—*Louther.* A ceste pley ne deit il estre reseu; e par la reson qe verite est en acon tens il avoyt Justez a Selope, ou meyme cesti Thomas bailla un chival a Richard Scurryn, qe prise fut a . xx. livres, sur tel covenant, qe sil fut maigne ou en autre manere mal-mene, qil respondesit de cel aver, ou qil morsit en sa garde par chance des armes: mes ore est issi, qe la ley des armes est tele, qe la ou le

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[1] See p. 223 *ante.*

[2] 6 Ed. I. c. 8.

chival est prise e par chance des armes[1] est maigne ou autrement a la mort mene, qe seyt fet gre avant qil isse hors de champ; e desicom par encheson des armes ceo chival fut prise, e ceste pleynte sur ceo forme, nentendoms mye qe de dette ou de autre choce qe touche la ley des armes deyt ceynz respondre.—BERREFORD. Vous avez grante deus choces; la une est une marchandise en tant qe vous ditz qil vous bailla le chival pur une summe de argent a paer a certeyn jor; lautre choce est qe un certeyn pris du chival dut estre fet par la ley des armes, qe serra fet en ceste forme;—quant les valez des armes sont menez, si entre chivauchent gent des armes, e mettrent certeyn pris sur les chivals: dont si apres ceo nul des chivals seit par chance des armes maigne, gre en serra fet dil pris solom la ley des armes: e se estente ceste ley fors qe entre les partiez qe justerent; par quei si vous volez par ceste ley estre eyde, il vous covent dire qil fut partie des armes quant le pris fu fet.—*Spigurnel.* Qil ne fu nent partie as armes encontre ly.—*Louther.* Sire, le baille fut fet en la forme avandite mes pur ceo qe hom ne put my saver meyntenant lequel les chivals seynt blessez est nostre ou noun, si la ley des armes est tele, qil demorent par .xl. jors en la garde de ceus a ky eus sont baillez south certeyn pris, saver moun le quel il sont enpirez ou noun, dont nous dioms qe denz les treis semayns nous ly rendimes cel chival en autrecy bon estat e en melior com il nous baila; e il le refusa, prest &c.—[*Spigurnel.* Qe mahaigne] e enpeyre, prest &c.

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[1] The words "e par chance des armes" are repeated in the MS.

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